

STANDARD FORM 1449 (REV 3/2005)  
Prescribed by GSA  
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 118	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Full Food Services Support FFP BASE PERIOD-Contractor shall provide Full Food Services Support at the Seashore Dining Facility, Panama City Naval Support Activity. Period of Performance is 1 October 2015 through 30 September 2016. Services are to be performed in accordance with Performance Work Statement. FOB: Destination MILSTRIP: N6100815RCP0001 PURCHASE REQUEST NUMBER: N6100815RCP0001 SIGNAL CODE: A	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Full Food Services Support FFP OPTION PERIOD ONE-Contractor shall provide Full Food Services Support at the Seashore Dining Facility, Panama City Naval Support Activity. Period of Performance is 1 October 2016 through 30 September 2017. Services are to be performed in accordance with Performance Work Statement. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months		
OPTION	Full Food Services Support FFP OPTION PERIOD TWO-Contractor shall provide Full Food Services Support at the Seashore Dining Facility, Panama City Naval Support Activity. Period of Performance is 1 October 2017 through 30 September 2018. Services are to be performed in accordance with Performance Work Statement.  FOB: Destination SIGNAL CODE: A				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months		
OPTION	Full Food Services Support FFP OPTION PERIOD THREE-Contractor shall provide Full Food Services Support at the Seashore Dining Facility, Panama City Naval Support Activity. Period of Performance is 1 October 2018 through 30 September 2019. Services are to be performed in accordance with Performance Work Statement. FOB: Destination SIGNAL CODE: A				

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### PERFORMANCE WORK STATEMENT

#### **Performance Work Statement** **Full Food Services** **Naval Support Activity Panama City**

### **Section 1 – General**

#### **1.1 Scope of Work**

The Contractor shall provide all personnel, supervision, and all items and services necessary to perform full food services at Seashore Dining Facility, Naval Support Activity Panama City (NSA PC), Florida as specified in this Performance Work Statement (PWS).

**1.1.1** The PWS requires the completion of all tasking necessary and proper for, or incidental to, the contracted functions. The estimated quantities of work are contained in Technical Exhibit #1 (Daily Workload Estimates).

### 1.1.2 Applicable Publications, Forms and Technical Exhibits

The Contractor shall comply with the requirements contained in the following publications and directives to the extent they apply to the services covered by this contract. All publications listed shall be provided by the Government at the start of the contract. Supplements or amendments to listed publications from any organizational level may be issued during the life of the contract. The Contractor shall immediately implement those changes in publications which result in a decrease or no change in the contract price. Prior to implementing any revision, supplement, or amendment that shall result in an increase in contract price, the Contractor shall submit to the contracting officer a price proposal and obtain prior approval from the Contracting Officer. Said price proposal shall be submitted within 30 calendar days from the date the contractor receives notice of the revision, supplement or amendment given rise to the increase in cost of performance.

The Contractor shall also be in compliance with the installation HAZMAT and Safety instructions and notices in accordance with NSA Instructions.

a. References:

- Service Act Directory of Occupations, 4<sup>th</sup> Edition – <http://www.dol.gov/whd/regs/compliance/wage/index.htm>
- SECNAV Instructions 4061.1C “Food Service Sanitation Training Program”
- NAVSUP P-486 - Food Service Management General Messes
- U.S. Navy HAZMAT Regulations
- TRI-Service Food Code NAVMED- P-5010-1 Manual of Naval Preventive Medicine Food Safety
- U.S. Treasurer OTCNET Banking Instruction

b. Forms:

- DD Form 1544 (Cash Meal Payment/Sheet - [www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm](http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm))
- Food Safety/Sanitation Training Certificate (NAVMED 4061/1)
- NAVSUP Form 335 - Subsistence Ledger
- NAVSUP Form 1291 – Meal Signature Record
- NAVSUP Form 1292 – Recapitulation of Meal Record
- NAVSUP Form 1359 – General Mess Summary Document
- NAVMED P-5010 – Manual of Naval Preventative Medicine
- NAVSUP Form 338, Enlisted During Facility Control Record
- NAVSUP Form 470, Cash Receipt Book
- NAVSUP Form 1059, Food-Item Report/Master Food Code List
- NAVSUP Form 1090, Food Preparation Worksheet
- NAVSUP Form 1282, Preparation of the Food-Item Request/Issue Document

c. Technical Exhibits:

- Technical Exhibit 1, Daily Workload Estimates
- Technical Exhibit 2, Contractor Furnished Material/Consumables
- Technical Exhibit 3, Hours of Operation
- Technical Exhibit 4, Government Property Spaces To Be Cleaned
- Technical Exhibit 5, Government Property Galley Equipment Inventory List
- Technical Exhibit 6A, Quality Standards for Custodial Services
- Technical Exhibit 6B, Quality Standards for Equipment Cleaning
- Technical Exhibit 6C, Quality Standards for Cooking and Food Handling Services

- Technical Exhibit 7A, Performance Requirements Summary (PRS)
- Technical Exhibit 7B, Quality Assurance Surveillance Plan (QASP) PRS Chart
- Technical Exhibit 7C, QASP Contract Discrepancy Report

**1.1.3** The Contractor tasks include food preparation and replenishing food, cleaning facilities, equipment, and utensils; preparation of all salads, vegetables, and fruits; preparation of meals; furnishing operating supplies and consumables not provided for by the Government; operation of sculleries, perform all food service records keeping and accounting functions; perform administrative paperwork as required by job position and regulations; maintain and operate provisions storerooms; maintain compliance with sanitation procedures; and in the event of contingency, perform all required tasks to include cooking to ensure continued service.

#### **1.1.4 Specific Requirements**

**1.1.4.1** The Contractor shall furnish managerial, administrative and direct labor personnel to accomplish all work required. The food service workers shall be supervised and trained. The Dining Facility Attendant Supervisor shall be assigned with authority to manage the entire operational food service work force. The Dining Facility Attendant Supervisor shall be designated and in charge of operations during hours of operations in accordance with NAVSUP P-486.

**1.1.4.2** The Contractor shall provide sufficient personnel to provide complete operations for ordering, receipt, transport, storage, issue internal accounting and inventory control of Government provided subsistence, using NAVSUP P-486 and local forms. **The Contractor shall maintain a minimum 96% inventory accuracy and accountability validity of subsistence items of on-hand to compare to official Food Service Management (FSM 3.10) records of all food items at all times.**

**1.1.4.3** The Contractor shall provide personnel to operate the sculleries located in the pots and pan room.

**1.1.4.4** The Contractor is responsible for trash pickup around the patios and building; and the Government is responsible for the grounds maintenance.

**1.1.4.5** The Contractor shall provide a sufficient change fund to adequately make change throughout the entire meal period.

**1.1.4.6** The Contractor shall provide bulk storeroom to issue and return provisions for the general mess. Issues to the general mess shall be done in accordance with NAVSUP P-486. This shall include ordering, shelving, and stocking provisions sufficient to support the galley facility. The bulk storeroom personnel shall also be responsible for receiving, unloading, labeling and storing inventory subsistence items delivered for the warehouse.

**1.1.4.7** The Contractor shall provide sufficient qualified personnel to maintain all dining facility subsistence accounts and stock control records.

**1.1.4.8** The Contractor shall provide cashier services in accordance with NAVSUP P-486.

**1.1.4.9** The Contractor shall designate the individuals responsible for subsistence supplies in writing to the Contracting Officer's Representative (COR) within five (5) days of the contract award date, and immediately upon change of storeroom custodian. Copies of the designation shall be posted in the appropriate area throughout the dining facility and storage areas.

**1.1.4.10 Subsistence** items shall be issued only to authorized personnel listed on a memorandum signed by the COR. When authority to receive subsistence items has been withdrawn, the Project Manager shall notify the COR in writing.

**1.1.4.11** The Contractor shall record on the NAVSUP Form 1059 a monthly inventory of all subsistence items after the issue/receipt of the meal components for the day prior to completing NAVSUP Form 1282 and prior to the first issue/receipt for the next day. All inventories shall be completed the same day jointly by the Contractor and the Food Service Officer (FSO). The Contractor shall provide the COR a copy of the inventory after the final reconciliation of the dining facility subsistence records. The Contractor shall designate an employee to sign monthly inventories prior to submission. Inventories shall not require signature by other than the designated employees. Per NAVSUP P-486, the Contractor shall reimburse the Government for any and all inventory discrepancies in excess of 5% per line item and 2% per total inventory discovered during the monthly inventory. All discrepancies shall be reconciled and posted to the records IAW NAVSUP P-486.

**1.1.4.12** The Contractor shall keep food supply for emergency breakouts (EBO) to a minimum.

**1.1.4.13** The Contractor shall staff all designated serving lines with qualified personnel during meal periods to feed a minimum of eight (8) patrons per minute.

**1.1.4.14** The Contractor shall utilize the daily Food Preparation Worksheet (NAVSUP 1090) in the daily food preparation. The completed NAVSUP 1090 shall be submitted to the FSO the following working day to be included in the FSO accountability files.

**1.1.4.15** The Contractor shall use the standard recipes of the Armed Forces Recipe Services, and local recipes approved by the FSO (Scratch cooking). The Contractor shall notify the FSO at least two days in advance if the cycle menu has to be changed due to subsistence shortages, shipment delays or special occasion meals.

**1.1.4.16** Specialty meals, such as ethnic meals and holiday meals, may be added to the menu by the FSO/COR within 48 hour notice.

**1.1.4.17** The Contractor shall maintain the menu boards.

## **1.2 Contractor Personnel**

### **1.2.1 General**

The Contractor shall furnish managerial, administrative and direct labor personnel necessary for accomplishing all work required by this Performance Work Statement (PWS). The workforce shall be supervised and trained to adequate levels at all times IAW NAVSUP P-486. All contractor personnel shall be proficient in reading, writing, speaking and understanding English.

### **1.2.2 Personnel Designations and Rosters**

The Contractor shall furnish the COR a list of supervisors and shall designate in writing at least 10 days prior to contract start date a **Project Manager and at least one alternate Project Manager** who shall act during the absence of the Project Manager. **The Project Manager, Assistant Project Manager, Cash Collection Agent, Bulk Storeroom Custodian, Head Cook and Records Keeper are considered key personnel.**

The Contractor shall furnish a list of all Contractor personnel employed to perform requirements of this PWS. The Contractor shall submit to the COR the initial supervisory and employee list(s) and alternate Project Manager designation 10 days prior to the contract start date and shall furnish a listing and designation within one work week after the Contractor makes any change. The Contractor shall include in the Project Manager and alternate designations information as to how to contact the Project Manager and alternate(s) after normal working hours, in case of emergency. The employee list and designations may be combined into one, at Contractor Discretion.

### **1.2.3 Project Manager**

The Contractor shall provide an on-site **Project Manager with authority** to obligate the contractor to direct work within the dining facilities and be responsible for overall performance of the contract (to include Sub-Contractors) to meet the specified performance standards. The Project Manager or assistant shall supervise employees at all times and be available to meet with any designated Government representatives. The Project Manager shall meet the minimum qualifications listed below.

- Skills to interact and tactfully communicate with Contractor employees, military personnel, Government employees and the general public.
- Within the past ten years, eight years experience in managing cafeteria style or multi-entree operations providing complete meal service (breakfast, lunch and dinner), and at least three years of that experience at the supervisory level.
- Bachelor of Science or Bachelor of Arts in food management may be substituted for three years of the eight years of management experience.
- Three to five years experience in Military food service may be credited as management experience for this position.
- Sanitation and Food Safety certification within the past four years.

#### **1.2.3.1 Accessibility during working hours and emergency situations**

The Project Manager or Assistant Project Manager shall be physically on site during the core hours of 0700-1530, Monday through Friday. A Supervisor shall be on site during weekday operations from 0445-1830 and during weekend operations from 0700-1830. IAW NAVSUP P-486, Supervisor shall be available to meet with Government representatives as necessary; and shall be available for responding to emergency situations within 24 hours a day seven days a week; and shall be on site **2 Hours** following telephonic notification.

#### **1.2.3.2 Authority**

The Project Manager shall have the authority to make and implement decisions regarding routine matters related to the PWS and to act on behalf of the Contractor during emergencies which require fast response. The Project Manager shall work with the COR to resolve problems.

#### **1.2.3.3 Assistant Project Manager**

The Contractor shall provide an Assistant Project Manager, and in the absence of the Project Manager perform IAW the PWS. The Project Manager and the Assistant Project Manager shall not be off site at the same time, unless pre-approved by the Government. The Assistant Project Manager shall meet the minimum qualifications listed below.

- Skills to interact and tactfully communicate with Contractor employees, military personnel, Government employees and the general public
- Within the past eight years, five years experience in managing cafeteria style or multi entrée operations providing complete meal service (breakfast lunch and dinner), with at least two years experience at the supervisory level.
- Three years experience as a unit manager or assistant manager.
- Bachelor of Science or Bachelor of Arts in food management may be substituted for three years of the five years of management experience.
- Three to five years experience in Military food service may be credited as management experience for this position.
- Obtained a sanitation and food safety certificate within the past four years.

#### **1.2.4 Records Keeper**



The Contractor shall provide personnel to perform the functions of requisitioning stores, documenting daily transactions and maintaining financial records in support of the reports, records and returns submissions required per the NAVSUP P-486. The Records Keeper shall meet the minimum qualifications listed below.

- Minimum seven years accounting background.
- Two year experience with Defense Finance and Accounting Services (DFAS) instructions with NT Stores software.
- Two years experience in Food Service Management Program (FSM 3.10) or have completed an approved FSM Course. Personnel shall possess the ability to post subsistence item receipts within three business days.
- Shall possess the ability to manage all matters related to financial management of the general mess and issues of accountability in accordance with NAVSUP guidance.
- Shall possess the ability to maintain the General Mess Control Record (NAVSUP Form 338) up to date within two current working days.
- Shall have the ability to receive CAC access to support FSM 3.10 program.

#### **1.2.5 Supervisors**

The Supervisors shall meet the minimum qualifications listed below.

- Four years of working experience in Government or commercial kitchen and dining room facilities with equipment and operations equivalent to that involved in the performance of this contract.
- Two of the four years shall be held as a supervisory or in a work leader position

#### **1.2.6 Bulk Storeroom Custodian**

Bulk Storeroom Custodian is responsible for bulk subsistence storerooms in which dry, chilled and frozen provisions are maintained; maintaining security and inventory accuracy of all accountable food and preserving its condition by using first in first out; monitoring and recording temperatures of storerooms and acting as receipt inspector of stores. The Bulk Room Custodian shall meet the minimum qualifications listed below.

- At least two years of experience in bulk subsistence storeroom management.
- Required skills include proper subsistence storage practices and basic mathematical skills.

#### **1.2.7 Head Cook**

This is a working supervisory position. Minimum acceptable qualifications for this position shall include experience as a cook in a large institutional kitchen. The Head Cook shall also meet the minimum qualifications listed below.

- One-year supervisory experience.
- Shall possess basic skills in arithmetic, simple record keeping, portion control, preparation of special dietary meals, tables of weights and measures, recipe conversion, supervisory, training principles and practices.
- Ability to follow oral and written instruction such as worksheets, menus, and schedules.
- Communicate and interact among Contractor management and personnel.
- May frequently require lifting or moving objects weighing up to 50 pounds. Duties require considerable walking and standing for prolonged periods of time.
- Ability to follow standard recipe cards and worksheets as to the number of portions to prepare, etc.

#### **1.2.8 Cook**

Minimum acceptable qualifications for this position shall include experience as a cook/baker in a large institutional kitchen. The Cook shall also meet the minimum qualifications listed below.

- Minimum of two years cooking experience in the food service industry.
- Required skills include safe operation and maintenance for all kitchen equipment, proper food sanitation and storage practices, basic arithmetic, simple record keeping, and portion control and ability of deciding how many portions/servings in a container/pan.
- Ability to follow standard recipe cards and worksheets as to the number of portions to prepare, etc.
- Knowledge of the characteristics of various foods prepared. e.g.; color, consistency, volume, and cooking time. Cooking methods involves all types such as baking, grilling, frying, steaming, boiling, etc.
- Requires skills to plan, coordinate and time sequence steps needed to prepare food on time to minimize overcooking or waste.
- Ability to follow oral and written instructions such as worksheets, menus, and schedules.
- Communicate and interact among Contractor management and personnel.
- May frequently require lifting or moving objects weighing up to 50 pounds. Duties require considerable walking and standing for prolonged periods of time.
- Ability to follow standard recipe cards and worksheets as to the number of portions to prepare, etc.

### **1.2.9 Baker**

Minimum acceptable qualifications for this position shall include experience as a baker in a large institutional kitchen. The principal purpose of this position is to prepare and cook a variety of breads, pastries, cookies, and desserts in quantities using standard or complex recipes. The Baker shall also meet the minimum qualifications listed below.

- Minimum of two years cooking experience in the food service industry.
- Required skills include safe operation and maintenance for all kitchen equipment, proper food sanitation and storage practices, basic arithmetic, simple record keeping, and portion control and ability of deciding how many portions/servings in a container/pan.
- Knowledge of the characteristics of various foods prepared, e.g.; color, consistency, volume, and cooking time. Cooking methods involves all types such as baking, grilling, frying, steaming, boiling, etc.
- Ability to follow oral and written instruction such as worksheets, menus, and schedules.
- May frequently require lifting or moving objects weighing up to 50 pounds. Duties require considerable walking and standing for prolonged periods of time.
- Ability to follow standard recipe cards and worksheets as to the number of portions to prepare, etc.

### **1.2.10 Prep Cook**

Minimum acceptable qualifications for this position shall include experience in salad/fruit prep in a large institutional kitchen. The Prep Cook shall also meet the minimum qualifications listed below.

- Required skills include safe operation and maintenance for kitchen equipment, proper food sanitation and storage practices, basic arithmetic, simple record keeping, and portion control.
- May frequently require lifting or moving objects weighing up to 50 pounds. Duties require considerable walking and standing for prolonged periods of time.
- Communicate and interact among Contractor management and personnel.

### **1.2.11 Food Service Worker**

Perform a variety of tasks concerned with the preparation and serving of foods and beverages. The food service worker washes, peels, scrapes and cuts vegetables and fruits. The FSW shall prepare simple salads; cut, slice, plate and garnish cakes and pies. The FSW shall prepare coffee, tea and other beverages. Dishes out portions of foods on trays or plates and pours beverages. Preparation of dining and serving areas by setting up counters, stands and tables.

Places food containers in serving order, fills salt and peppershakers. Scrape, washes and sort dishes, glassware and silverware. Clean kitchen equipment, pots and pans, counters, and tables. Sweeps and mops floors and cleans bathrooms. Food service attendant workers and food service attendant supervisors SHALL NOT be assigned duties as a cook. The Food Service Worker shall meet the minimum qualifications listed below.

- Communicate and interact among Contractor management and personnel.
- Knowledge of sanitation standards in handling and food service.

#### **1.2.12 Dishwasher**

The Contractor shall provide personnel to perform the function of dishwasher, to manually or mechanically wash and rinse dishes, glasses and silverware; maintain proper temperature for sterilization and add soap as required; performs other duties as assigned. The Dishwasher shall meet the minimum qualifications listed below.

- Knowledge of sanitation standards in handling and food service.
- Communicate and interact among Contractor management and personnel.

#### **1.2.13 Cash Collection Agent**

The Contractor shall provide personnel to perform the function of cash collection agent, documenting daily cash transactions, and maintain financial records in support of the reports, records, and returns required by NAVSUP P-486.

- Shall have the ability to receive CAC access to support OTCnet (Over the Counter Channel Network System) web based deposit process.
- Shall be computer literate to support web based reporting and accounting.
- Shall possess basic mathematical skills.

### **1.3 Key Personnel**

**The Project Manager, Assistant Project Manager, Cash Collection Agent, Bulk Storeroom Custodian, Records Keeper and Head Cook are considered key personnel.** All key positions except for the Head Cook require a Common Access Card (CAC) to perform assigned duties. The Contractor shall provide resumes for all required key personnel and Cooks.

**Replacement of Key Personnel:** Should the Contractor find it necessary to replace key personnel, the Contractor shall, to the extent possible, provide advance notification to the COR and a resume of the proposed candidate that supports the experience requirements listed above. In an emergency, the installation of new key personnel shall be followed by a resume of the proposed candidate within 10 working days. Key personnel vacancies must be filled at all times, in the event of an emergency/vacancy, contractor must provide alternate within 48 hours (i.e. cross train to cover positions)

**1.4 Conduct:** The Contractor shall conduct themselves in a professional manner at all times. The selection, assignment, reassignment, transfer, supervision, management, and control of Contractor personnel employed to perform tasks specified herein shall be the responsibility of the Contractor. The Contractor shall be responsible for the performance and conduct of the Contractor and Sub-Contractor employees at all times. Personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the installation shall abide by the security regulations listed in the contract and shall be subject to such checks by the Government as deemed necessary. The Contractor shall not employ for performance under this contract any person whose employment would result in a conflict of interest with the Government's standards of conduct. When performing the tasks associated with this PWS, the Contractor shall identify themselves as Contractor employees and not DoD employees. Contractor personnel will not commit the expenditure of US Government resources to unauthorized personnel, both DoD and non-DoD.

Contractor employees shall not loiter in any working or patron area. Upon completion of their assigned shifts or after eating, employees shall promptly depart from the food service facilities. The use of alcoholic beverages, illegal drugs, or profane or offensive language (either verbal or written) by Contractor employees while on duty is strictly prohibited. The Contractor shall comply with local command smoking policies and workforce requirements. The Contractor shall also comply with all Federal statutes, laws, and regulations to implement a Drug Free Workplace Program (DFWP) as well as work force requirements and local command policies. The Contractor shall immediately remove employees from duty who are under the influence of alcohol or drugs. Contractor employees shall adhere to and comply with all Federal, State, DOD Equal Opportunity Policies and Guidelines.

**1.5 Non-Personal Service Statement:** Contractor employees performing services under this contract will be controlled, directed, and supervised at all times by management personnel of the Contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the performance work statement. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the contract may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

**1.6 Status of Employment:** The Contractor shall not employ any alien in the performance of work under this contract in violation of the immigration laws of the United States. The Contractor shall not employ any person who is an employee of the United States Government nor shall the Contractor employ any off-duty active military personnel to perform work under this contract.

**1.7 Contractor Personnel Meals:** Contractor personnel who work in dining facilities under this contract may purchase food and beverages, to be consumed in the facility, while on duty and up to 30 minutes before or after their shifts. Employees shall pay the established standard meal rate which includes the Government authorized surcharge. This policy does not apply to a spoon size taste/sampling by personnel assigned to quality control. All meals shall be paid on a cash basis. There shall be no credit sales. Employees purchasing food shall sign the Cash Meal Payment Sheet (NAVSUP Form 1544), which the Contractor retains for each meal period as proof of payment. An assigned eating area for employees will be established within 14 days of the start of contact. Contractor personnel will be required to eat in their assigned dining area.

**1.8 Personnel Sanitation Requirements:** Personnel shall maintain compliance with sanitation and food safety standards in accordance with the TRI-Service Food Code P-5010-1.

**1.8.1 Employee Health:** The Contractor shall require employees to report any information concerning their health and activities as they relate to diseases that are transmittable through food. This includes, but not limited to the following illnesses; Escherichia coli, shigella, salmonella, Hepatitis A virus, jaundice, infected wounds, boils, and any intestinal illness. **The Government reserves the right to exclude/restrict any employee who exhibits signs of such illnesses, and require employee to provide medical documentation from a physician that specifies that the employee is free of disease prior to returning to work.**

**1.8.2 Physical Examinations:** The Contractor shall employ personnel who are medically fit. Personnel shall receive medical clearance prior to employment. The Contractor shall furnish at his expense a medical certificate for each employee in the kitchen, dining halls and food handling facilities, or who, in any way, comes in contact with the handling of food in carrying out the provisions of this contract. The Contractor shall be responsible for the cost and completion of initial and subsequent physical examinations for contract employees. These examinations shall provide, as a minimum, a certified statement from a qualified health provider that the employee is free of communicable diseases especially evidence of tuberculosis. Personnel having any open lesions, particularly of the hands, face or neck, or acne of the face, shall be prohibited from performing food service duty. All food service personnel who have been away from their duties for 30 days or more shall have a medical examination prior to resumption of duty. The Contractor shall be

responsible for the cost of the required medical examination. If any of the Contractor's employees are found medically unfit to perform their duties under this contract, the Contractor shall promptly remove and replace them with medically examined and fit personnel.

**1.9 Uniforms:** The Contractor shall provide employee uniforms, nametags, and any other specialty clothing (jackets, gloves, rubber gloves, aprons, etc.) and undershirts (including long sleeve during winter months) shall be white and of cotton material. **Employees shall wear clean, neat, pressed and well-fitting uniforms at all times while on duty. All uniforms shall be consistent with the pattern and material agreed upon with the Contractor and COR/FSO. The Contractor shall have available uniforms for any newly hired personnel. The uniform shall not contain commercial advertising except that the hats and/or nametags may contain the Contractor's name. The standard dress for management/supervisors shall be approved by the COR prior to the contract start date. Shoes shall be black and shall meet sanitation and Federal/State safety requirements. Open toe shoes, sandals, or sneakers, and heels higher than 2 inches, shall not be worn.**

**1.9.1** Hair nets, facial masks, aprons and caps shall be supplied by the Contractor, and shall be worn by Contractor personnel where appropriate, in accordance with the TRI-Service Food Code P-5010-1 (Manual of Naval Preventive Medicine) Chapter 1, Section VIII. Contract employees shall wear acceptable hair restraints (hats, caps, hair nets) to prevent loose hair falling into food or onto food contact surfaces. These restraints shall cover the entire hair area.

**1.9.2** All personnel shall wear nametags furnished by the Contractor with a minimum of the last name. In addition, the tags worn by the contract manager(s) and supervisors shall indicate their job title.

**1.9.3 Personnel Sanitation Requirements:** The Contractor shall provide personal hygiene training to all employees upon starting employment work and on a semi-annual basis. The Contractor shall make sure that employees meet all personal hygiene requirements per the TRI-Service Food Code P-5010-1 to include but not limited to the following subjects: proper hand washing, jewelry wear, fingernails, tobacco use, facial hair, hair restraints, and separation of duties.

**1.10 Training General:** The Contractor shall develop, conduct and be responsible for the cost of the training requirements to support the requirements of this PWS and ensure that contract personnel are qualified to perform their assigned tasks at the beginning of the contract. The Contractor shall develop and conduct a training program for all employees that comply with the SECNAV Instruction 4061.1C "Food Service Sanitation Training Program".

**1.10.1 Training Requirements:** The Contractor food service employees shall receive a minimum 6 hours initial training and 6 hours annual refresher food sanitation training. New food service personnel shall receive this training within the first 30 days of employment. This requirement for annual training need not be conducted in a consecutive 6-hour block of time. Subject matter of this training shall include, but not be limited to: Personal Hygiene/Health Requirements; Familiarization with all written contractor technical and quality control procedures and instructions; Proper use and handling of germicidal detergents, supplies and equipment; Basic bacteriological concepts, including how disease is caused, transmitted and prevented, reduced, or contained through proper housekeeping methods; Familiarization with the Government's fire prevention and safety procedures; Cleaning & Sanitizing, Food Preparation and Serving, and energy conservation practices. The Contractor shall provide sufficient training to all employees engaged in menu planning, food preparation and serving to enable the employee to perform to the standards of NAVSUPINST 4061.1C and NAVSUP P-486. This shall in no way limit the amount of training necessary to meet specific requirements for the food service facility.

**1.10.2 Training Records:** Contractor employee training, certificates, attendance rosters, shall be maintained by the Contractor and shall be furnished to the Food Service Officer/COR for review, upon request. A separate Food Safety/Sanitation Training Certificate (NAVMED 4061/1) for each food employee shall be current and kept on file at a central location.

**1.10.3 Training Instructor Qualifications:** All required formal Contractor training shall be administered (i.e., taught, presented) by persons who are qualified to instruct or teach the specific subjects or topics required. Certification to instruct the specific subject shall be in the form of a certificate issued by an accredited institution of

learning (school, college, university etc.), a Federal, state, or county, educational certification body (agency, board, commission, etc.), or by documentation that the person instructing has sufficient experience in/with the subject to be able to instruct the subject in an authoritative, practical, and current manner. Instructors qualified to teach the food safety/sanitation training shall have completed an 18-hour supervisor/manager food service sanitation/food safety training course. Such certification (documentation) offered shall be current (by date) and shall meet the approval of the COR.

**1.10.4** All food service personnel shall be familiar with the power sources required for all food service equipment. Personnel shall have a thorough knowledge of equipment operation and comply with posted safety instructions. Personnel shall have a thorough working knowledge of basic firefighting techniques to include combating deep fat fryer fires.

## **1.11 Security Requirements and Fire Protection:**

**1.11.1 Access to Installation:** All Contractor personnel shall obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining passes each day from the Base Pass and Identification Office. **Costs for obtaining passes through NCACS are the responsibility of the Contractor.** One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge. The Contractor shall furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at <http://www.uscis.gov/portal/site/uscis> by searching or selecting Employment Verification (Form I-9). The Contractor shall immediately report instances of lost or stolen badges to the COR. Based Identification Badges furnished for approved Contractor employees shall be returned to the COR by the Contractor immediately when such employees are no longer employed under this Contract. (\*\*NOTE - One day passes are no longer authorized until vetting process is completed.)

**1.11.2 NCACS Program:** NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit. The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON). Information on costs and requirements to participate and enroll in NCACS is available at <http://www.rapidgate.com/vendors/how-to-enroll> or by calling 1-877-727-4342.

**1.11.3 Key and Security Code Control:** The Contractor shall establish and implement key and security access code control procedures to ensure that all keys and security access codes issued to the Contractor by the Government, are not lost, misplaced, nor used by unauthorized persons IAW the NAVSUP P-486. The Contractor shall immediately report to the COR any occurrences of lost, unauthorized use, or unauthorized duplication of keys or access codes. In the event keys are lost or duplicated, the Contractor shall be required to re-key or replace the affected lock or locks at Contractor's expense.

**1.11.4 Fire Protection:** The Contractor shall establish a fire prevention and evacuation program; which shall be approved by NSA Panama City Fire Department. The Contractor shall assign an on-site Fire Warden responsible for performance of duties associated with fire prevention in accordance with NSA Panama City directives and the National Fire Protection Association (NFPA). The designated Fire Warden shall maintain a fire evacuation plan, inspect fire extinguishers, call for service, and reply to the Fire Inspector's inspection reports.

The Contractor shall ensure that employees are thoroughly familiar with the operating procedures and safety precautions as stated in the Manufacturer's Instructions for each piece of galley equipment.

**1.12 Government Property Furnished:** The Contractor and COR shall perform a joint equipment/material Government Property Furnished inspection within one week of the contract award and within one week of each

exercised option period. Any Government Property Furnished equipment malfunctions or discrepancies shall be repaired or corrected as directed by the COR.

**1.12.1** Title to all Government Property Furnished used by the Contractor shall remain with the Government.

**1.12.2** The Contractor shall exercise due care in the use of all GPF. All repairs to GPF not specifically assigned to the Contractor for use shall be made by the Government at Government expense. All repairs/replacement parts to GPF found to be caused by Contractor negligence, misuse, lack of training or poor supervision shall be made by the Contractor at Contractor's expense by an approved repair facility as directed by the Contracting Officer.

**1.12.3** The Contractor shall conduct quarterly inspections/inventory on GPF except for dinnerware and eating utensils which shall be inventoried weekly. Results of inventory shall be submitted to the COR within 2 working days upon completion. Items missing shall be annotated, and a replacement shall be made for lost items or breakage in excess of ten percent (10%) per month based on the quantity of GPF issued at the beginning of each monthly cycle.

**1.12.4** The Contractor shall provide all cleaning supplies and materials in the execution of this contract that is listed in Technical Exhibit 2 (Contractor Furnished Material/Consumables). The Offeror shall provide a detailed list of Contractor furnished consumables in the solicitation. Refer to Technical Exhibit 2 for a recommended list of Contractor furnished consumables and material.

**Requests for replacement equipment shall be submitted to the COR. The damaged equipment shall be turned over to the COR. The Government reserves the right to repair damaged equipment and re-issue it to the Contractor at a later date.**

**1.12.5** The Government shall provide calculators, computers (FSM/STORES/Enabler operators) copiers for the day to day execution of Galley administration and warehousing operations. The Contractor shall provide all office equipment necessary for the Contractor's internal business operations in the execution of this contract, including copiers, facsimile equipment.

**1.12.6** Any minor equipment the Contractor wishes to use shall comply with the NAVMED P-5010, Government occupational safety and health standards, and fire prevention and electrical safety standards.

**1.12.7 Use, Conservation and Responsibility for Government Property Furnished:** In the event Government fixtures, facilities, equipment and materials set forth in Technical Exhibits 5 (Government Furnished Galley Equipment Inventory List) or replacement of such fixtures, facilities and equipment made necessary for fair wear and tear thereof, are not available for use by the Contractor at the time or times required for performance of the contract, the contractor may request to rent or purchase and be reimbursed by the Government. The Government will either approve or disapprove the request.

**1.12.8 Care:** The Contractor shall use due care in the use of all Government owned fixtures, facilities and equipment to prevent undue wear and breakage. The Contractor shall be responsible for the proper conservation and use of all food, subsistence and materials issued by the Government and, except for normal spoilage and waste for this type of operation, shall be liable for any loss thereof except as such food, subsistence and materials are consumed in the performance of this contract.

**1.12.9 Use/Waste:** If excessive use is experienced and/or waste of food materials is present which is the result of acts of omission or commission by Contractor personnel, the Contracting Officer and COR shall be notified. The Contracting Officer shall notify the Contractor in writing of such conditions. The Contractor shall be allowed three days to show cause why such waste was not due to the fault and negligence of his/her personnel or to present evidence that the circumstances which caused the excessive use or waste have been corrected and shall not recur following instruction of the NAVSUP Form 1090. The proper ways of doing batch cooking and progressive cooking according to the Armed Forces Recipe Card and the NAVSUP Form 1090 shall be strictly adhered to. In the event the Contracting Officer determines that the waste or use was excessive and due to the fault of the Contractor, a deduction for such waste or excessive use shall be taken in the payment of the next invoice submitted by the Contractor. For the purpose of this

clause, "Waste" is defined as including illegal disposition of food materials and not complying with portion size directives in "over-serving".

### **1.13 Phase-In/Phase-out**

**1.13.1 Phase-in:** The Contractor shall provide a complete phase-in plan to ensure a smooth transition in the change of work effort. The plan shall be submitted to the Contracting Officer as part of the proposal. The Contractor shall have a phase-in period of 30 days (before award) in which to perform cleaning of the facility and equipment at no additional cost to the Government. This time shall also be used by the Contractor to get his/her staff in place and oriented to the facility, equipment, and the services required by the end of the phase-in period.

**1.13.2 Phase-Out:** If or when there is a change in service provider, the incumbent service provider shall provide familiarization to the follow-on service provider. During the phase-out familiarization period, the incumbent shall be fully responsible for the scope of work specified in the PWS.

### **1.14 Quality Assurance**

**1.14.1 Performance Observation:** The Government shall utilize the Contractor's proposed quarterly quality assurance plan to monitor the Contractor's performance. Within 15 days after award, the Contractor shall provide a copy of their quality assurance plan to the COR. At a minimum it shall include: (1) an inspection system covering all the services required by this contract specifying areas, schedule or unscheduled basis annotation; frequency, inspector, defect measurement; (2) a method for documenting quality control inspections, results, corrective actions and Government notification/review; (3) an organization structure which provides for quality control personnel to have direct accountability to the Contractor's top management; (4) a systematic, publicized and accessible customer complaint/comment program. Upon receipt of a complaint, the contractor shall take and document corrective action, forwarding monthly summary report to COR no later than five working days after the end of the month; (5) records of all inspections/customer comments shall be maintained onsite and made available to the Government as requested. The COR shall evaluate the Contractor's performance through intermittent on-site inspections of the Contractor's quality control program and receipt of customer complaints. The Government may increase the number of quality control inspections if called for by repeated failures discovered during quality control inspections or repeated customer complaints. Likewise, the Government may decrease the number of quality control inspections if performance dictates. The Government shall also receive and investigate complaints from various customers located on the installation. The Contractor shall be responsible for initially validating customer complaints. However, the COR shall make final determination of the validity of customer complaint(s) in cases of disagreement with customer(s).

**1.14.2 Sanitation Inspections:** In addition to inspections of Contractor performance by the COR, installation medical authority representatives shall randomly inspect food service operations for compliance with sanitation standards in accordance with the TRI-Service Food Code P-5010-1. Both COR and medical services personnel shall document (in writing) any Contractor discrepancies causing unacceptable performance. Sanitary deficiencies require immediate correction.

**1.14.3 Food Product Inspection and Testing:** The Government may conduct unannounced inspections and product examinations at any time and at any location where food or food products for this contract are procured, processed, prepared, handled, stored, distributed from, or served. Upon request, the Contractor shall provide any inspector with a directory of all sources of supply and the time and date of receipt of raw materials and supplies for food preparation and serving.

The Contractor is responsible for ordering all food through the NT Stores system.

The Contractor shall perform quality inspections of food products received from suppliers in accordance with NAVSUPINST 4355.4 (series) and NAVSUP P-486. Food found to be deteriorated, contaminated or infested at the time of delivery shall be rejected and returned to the supplying activity. The Government also reserves the right to refuse



entry to any Government property of any food, food product, or component that has been rendered unacceptable by Government medical service representatives. Acceptability's shall be in accordance with NAVSUP P-421.

In the event of fire, flood, power outage, equipment failure, or an event that might result in food contamination or prevent potentially hazardous food from being held at required temperatures, the Contractor shall immediately contact the COR. Potentially hazardous foods which have been at unsafe temperatures for a period of three (3) hours shall be considered unsafe and destroyed.

**1.14.4 Performance Evaluation Meetings:** The contract Project Manager shall be required to meet at least weekly with the COR during the first month of the contract. Meetings shall be as often as necessary thereafter as determined by the COR or monthly review board. In addition, if requested by Contractor or Government, a meeting shall be held whenever a Contractor Discrepancy Report is issued. The written minutes of these meetings, prepared by the contractor representative, shall be signed by the COR. Should the Contractor or COR not concur with the minutes, it shall state any areas of non-concurrence in writing to the COR within seven calendar days of receipt of the signed minutes. The Project Manager or his representative shall attend monthly Galley advisory boards and monthly review boards.

**1.14.5** The Project Manager shall participate in a Menu Review Board with the FSO or his representative monthly. Board minutes shall be compiled by the Contractor and a copy provided to the FSO/COR.

**1.14.6** The Project Manager and cooks shall attend a Menu Planning/Review Board monthly. Board minutes shall be compiled by the Contractor and a copy provided to the FSO/COR.

**1.15 Visits by VIPs and Inspection Teams:** VIPs, Management Assistance Teams, Inspection Teams, and other operational commitments shall require additional support from the Contractor in such areas as sanitation and general appearance. Contractor personnel shall cooperate with such representatives during survey visits.

**1.16 Civic Groups:** Civic groups are authorized to use the dining facility upon permission from the installation Commanding Officer. Other groups may include Academy cadets, Boy Scouts, ROTC units, and Civil Air Patrol. Group sizes range from 10 to 125 people.

**1.17 Contingency Service:** Occasionally (usually not more than ten times per year), circumstances require the service line to remain open beyond normal operating hours. Although the COR shall attempt to give 24 hours' notice to the contractor in any contingency, advance notice of these situations, it is not always possible. The Contractor shall provide these additional services as requested by the Contracting Officer.

**1.17.1 Emergency service:** Emergency situations, for example: accident and rescue operations, civil disturbances, natural calamity, weather conditions, installation alerts and any acts of God that may necessitate the dining facility to operate on an extended basis of up to twenty-four hours per day. A sample plan will be provided by the Government as a template if requirements requested. Subsequently, Contractor shall review this plan with the COR each year prior to the beginning of Hurricane Season (June 1<sup>st</sup>). Immediately following a hurricane, the contractor shall expect to return to the base and establish feeding within 48 hours.

**1.17.2 Strike Contingency Plan:** The plan shall set forth the Contractor plan for continuation of performance under this contract should the Contractors employees strike.

The plan shall include proposed procedures to:

- a. Notify the Government of a strike or intent to strike.
- b. Perform services outlined in this contract, with minimum disruption of services to dining facility patrons.
- c. Use supervisory personnel.

- d. Use other personnel presently employed by the Contractor.
- e. Use other sources of personnel in case of a strike.

## **1.18 Hours of Operation**

**1.18.1 Hours:** The dining facility hours of operation are listed in Technical Exhibit 3. During the designated serving hours for the dining facility any authorized patron who enters the dining facility shall be offered a complete menu choice. Serving lines shall not be set up more than 30 minutes before the start of the meal. Contractor shall not remove foods from the serving area until 10 minutes after the end of the posted meal hours. This allows patrons additional time for second servings. Contractor shall provide sufficient personnel to ensure that patrons can be served at the rate of 8 patrons per minute.

**1.18.2 Change of Hours:** The COR may extend the meal hours if the mission dictates by giving the contractor notice 24 hours in advance of such change.

**1.18.3 Opening and Closing Galley:** Should the Government authorize the establishment of a new galley or closing an existing galley, or if the relocation of a galley is necessary, the Contractor shall be given 30 days prior notice. The Contractor shall clean the specified facility and service shall be performed as agreed to in a contract modification issued by the Contracting Officer IAW the NAVSUP-486.

**1.19 Safety Rules and Regulations:** In performing the services required hereunder, the contractor shall conform to all safety rules and regulations applicable to the subsistence building and facilities which are in effect during the time of performance of this contract and shall take such other precautions as may be reasonably required hereunder to assure accident-free performance. All accidents which occur in association with performance of services required in this contract shall be reported in writing to the cognizant COR on the day of the accident or not later than the next working day if the accident occurred during other than normal working hours. Any accident involving personal injury resulting in possible hospitalization or lost time from work or death shall be reported within one work day to the COR who may relay the report to the safety officer. Full details of the accident, including statements from witnesses, shall be provided if requested by the safety officer. If any claim is made by a third party against this contract, the COR shall be informed immediately.

**1.20 Security Checks:** Contractor employees and vehicles, required to execute the specifications of this contract, and the personal vehicles of Contractor employees are subject to random spot security checks that may be conducted by official Government security personnel (e.g., base security police).

**1.21 Period of Performance:** The base period of performance for the resultant contract is 01 October 2015 through 30 September 2016. The proposed contract shall contain three one-year option periods as follows: Option Period I: 01 October 2016 through 30 September 2017; Option Period II: 01 October 2017 through 30 September 2018 and Option Period III: 01 October 2018 through 30 September 2019.

**1.22 Place of Performance:** Services performed hereunder by the Contractor shall be performed at the Seashore Dining Facility, BLDG 485, Naval Support Activity, Panama City, FL.

## **Section 2 – Definitions and Acronyms**

### **2.1 STANDARD DEFINITIONS**

Acceptable Quality Level (AQL): The AQL is the maximum percent defective, the maximum number of defects per hundred units, or the number of defects in a lot on the average that may occur before the Government shall effect the price computation system in accordance with the Performance Requirement Summary and the "Inspection of Services" clause. An AQL does not allow a Contractor to knowingly offer defective services, but limits reduced

payment to circumstances in which defective performance results in a measurable reduction in the value of services rendered.

Contracting Officer: An individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

Contracting Officer's Representative (COR): An individual appointed in the contract who functions as the technical representative of the Contracting Officer in the administration of the contract. The specific duties of the COR are set forth in the Contract Administration Plan.

Contract Discrepancy Report (CDR): A formal method documenting unsatisfactory Contractor performance (contract deficiencies and defects against the AQL) in the contract file.

Defective Service: A unit of service which contains one or more defects, or nonconformance with specified requirements.

Inventory Discrepancy for a subsistence line item: When any quantity difference (+ or -) between what is accurately posted as inventory on official Government files or records (FSM). FSM denotes the tolerable level to reflect any specific line item adjusted over 5%.

Lot: The total number of service outputs in a surveillance period, as defined in the AQL column of the Performance Requirements Summary.

Performance Requirements Summary (PRS): Identifies key performance indicators and standards that represent logical service outputs that shall be evaluated by the Government to assure the Contractor is fulfilling the terms of the contract.

Performance Work Statement: Identifies the work required under this contract.

Planned Sampling: A sampling (inspection) method used to evaluate Contractor tasks and services performed less frequently than daily. Evaluations that are scheduled when tasks and services are performed; e.g., receiving and storage service, field-feeding service, and tasks scheduled IAW the approved cleaning plan.

Quality Assurance (QA): Those actions taken by the Government to assure services meet the requirements of the Performance Work Statement (PWS).

Quality Assurance Evaluator (QAE): A Government person(s) responsible for surveillance of Contractor performance.

Quality Assurance Surveillance Plan (QASP): An organized, written document used for quality assurance surveillance. The document contains specific methods for performing surveillance of the Contractor.

Quality Control (QC): Those actions taken by a Contractor to control the performance of services to ensure that contract quality standards are met.

Quality Control Plan (QCP): An organized, written document used for quality control by the Contractor. This document contains specific methods for performing quality control by the Contractor.

Random Sampling: A sampling (inspection) method used to evaluate contract tasks and services performed daily. It is the primary method for measuring contract performance. Each service output in a lot has an equal chance of being selected for inspection. The results of random inspections are evaluated against the number of allowable defects to determine the overall quality of the lot (service).

Sample: A sample (inspection) consists of one or more service outputs drawn at random from a lot. The number of outputs in the sample is the sample size.

### **2.1.1 TECHNICAL DEFINITIONS PECULIAR TO THIS PWS**

Breakout: Issuing of food items.

Brunch: A meal consisting of food items served during breakfast and lunch to personnel on Sundays, and holidays. This combined meal is served during an extended time period beginning at early or mid-morning and ending shortly after the noon hour.

Bulk Storeroom Custodian: An individual who is responsible to the Food Service Officer for Government subsistence and who is responsible for supervising the storeroom functions.

Bussing: The removal of trays and other utensils from the dining area.

Clean: Free of visible signs of food, food residues, ingredients, grease, soap and foreign matter.

Clean As You Go: Cleaning, wiping and removing spills, garbage and residue as they occur.

Critical Control Point: An essential point in the flow of food, at which control can be applied so that a food safety hazard can be prevented, eliminated or reduced to an acceptable level.

Damp Mop: Damp mopping is performed to disinfect the floor in areas where wet mopping is not desirable (e.g., in dining areas on other than carpeted floors). Completed after sweeping, damp mopping is accomplished using cotton yarn or sponge mops that have been frequently immersed in an approved disinfectant solution and wring out until damp. A properly damp mopped floor is free of dirt, dust, food residue, marks, film, streaks, debris and standing water.

Deck: All floor areas.

Dinner: Typically the third meal of the day, or evening meal of each day, served during late afternoon or early evening.

Dinnerware: Eating, drinking, and serving utensils for table use, such as flatware including knives, forks, and spoons; hollowware including bowls, cups, serving dishes, and tumblers; and plates.

Dining Facility Attendant (DFA): Personnel which comprise janitorial and custodial functions within a dining facility including, but not limited to; sweeping, mopping, scrubbing, trash removal, dishwashing, waxing, stripping, buffing, window washing, pot and pan cleaning and related quality control.

Equipment: Items used in the storage, preparation, cooking, transporting, and serving of food. It also includes items used in cleaning and sanitizing, as well as those for transportation and storage of supplies.

Expendable/Durable Supplies: Items, which are consumed in use, regardless of type classification or unit, price.

Facilities: Government furnished buildings provided to the Contractor for use in performing tasks and services of this contract.

Food Handlers: Food Service personnel, who work where unsealed raw food or drink is handled, processed, prepared, or served, and who touch food or food contact surfaces in any way. Excluded are food service managers, cashiers, and delivery persons who do not handle unwrapped food or touch food contact surfaces.

Food Services Officer (FSO): An officer, warrant officer, noncommissioned officer, or Department of the Navy civilian responsible to the installation commander for matters relating to food service.

Food Borne Disease Outbreak: The occurrence of two or more cases of a similar illness resulting from the ingestion of a common food.

Food Contact Surface: A surface of equipment or utensils with which food normally comes in contact. This includes equipment and utensils from which food may drain, drop or splash back into food, or onto surfaces normally in contact with food.

Full Food Service (FFS): Those activities that comprise the full operation of a Navy dining facility.

Government Property Furnished (GPF): All facilities, equipment, food and supplies owned or leased by the Government provided to the Contractor for use in performance of this contract.

Galley: Main food preparation area also referred to as the kitchen.

Garbage: Animal and vegetable waste resulting from handling, preparing, cooking and consuming food.

General Mess: Building under contract also referred to as Dining Facility or Enlisted Dining Facility.

Government Property Furnished: The facilities, fixtures, equipment and supplies provided by the Government for the Contractor's use for the period of the contract.

HACCP Plan: A written document that delineates the formal procedures for following the Hazard Analysis Critical Control Point (HACCP) principles developed by The National Advisory Committee on Microbiological Criteria for Foods.

Hazard: A biological, chemical, or physical property that may cause an unacceptable consumer health risk.

Holiday Meal Charges: The rates to be charged for the Thanksgiving and Christmas Day special meal.

Leftovers: Leftovers are the un-served portions of any item that was prepared for a specific meal, protected from contamination, and held at a proper temperature.

Meal Serving Hours: Hours designated by the Government when the dining facilities are open for service.

Menu Planning Board: A panel of Government and Contract personnel that plans for anticipated special meals and determines subsistence requirements. It provides an interchange of information between Government food service personnel, and the designated contract personnel concerning menu matters and diner comments. A specific function of the board is to review proposed menus, add or change items, and determine the extent to which it shall be implemented.

MSDS: Material Safety Data Sheet supplied by manufacturer.

Nonfood Surface: All exposed surfaces other than those included in food or splash zones.

Perishable Subsistence: Those food items with limited shelf life that normally require controlled conditions of temperature, and/or humidity during transportation and storage.

Police: The action or process of cleaning and putting in order of a dining facility to include related areas of responsibility. Tasks include clearing table tops, sweeping, raking and picking up trash and debris.

Portion Control: Serving of equal amounts to each diner in accordance with prescribed menus and recipes.

Potentially Hazardous Foods (PHF): Any food that promotes the rapid growth of bacteria. Maybe characterized as high protein and acid foods with water activity above 0.86 (H2).

Preventive Medical Activity: The local medical authority responsible for inspecting sanitary conditions of dining facilities and safe food handling protection.

Prime Vendor: A Department of Defense Contractor who has responsibility to supply and furnish subsistence to the dining facility.

Progressive Food Preparation (Batch Cookery): The continuous preparation of food items at selective time intervals during the entire meal period as the food is consumed. The objective is to match the flow of diners through the serving lines so that freshly prepared, quality food is always provided. Progressive cooking reduces the need to hold foods for long periods of time that result in loss of flavor, color, texture, and nutritive value. Exceptions to progressive cooking are; baked or prepared desserts, soups, gravies, meat sauces, and other sauce-type items that do not deteriorate in flavor when held throughout the serving period.

Ration: The allowance of food for the subsistence of one person for one day.

Regular Menu: A menu offered at the breakfast, lunch and dinner meal which provides the diner, as a minimum, with a choice of two meats/entrees, two vegetables, two starches, assorted desserts, beverages and bread/rolls, and appropriate condiments.

Safe Temperatures: The internal product temperature of potentially hazardous food (PHF) shall be 41 degrees F (7 degrees) or below, 140 degrees F (60 degrees C) or above.

Sanitizing: The process of reducing the number of microorganisms on a surface to safe levels.

Sanitizing solution: For use on fixed equipment, 100 parts per million chlorine solution, or other solution approved by the medical authority.

Scratch Cooking: Preparing food using basic raw ingredients in accordance with the Armed Forces Recipe Services and approved local recipe cards.

Scullery: A room for cleaning and storing dishes and culinary utensils.

Semi-perishable Subsistence: Food item that do not spoil or deteriorate rapidly, such as canned, dried, dehydrated, and other items that may under normal conditions be transported and stored un-refrigerated.

Serving Line: This term refers to the location and equipment used in dining facilities to serve food cafeteria style. It includes equipment such as hot food counters, salad bars, roll warmers, beverage dispensers and ice cream freezers.

Special Meals: Meals offered outside of the normal cyclic menu that support special occasions; e.g., Thanksgiving, Christmas, and the Navy's Birthday, to include special theme meals to honor ethnic and American heritage events.

Standard Meal Rate: The rate charged to reimburse the Government for subsistence and a portion of operating expenses at Navy appropriated funded dining facilities.

Subsistence: Food items required for feeding authorized personnel. This term includes all foods, nonalcoholic beverages, condiments, accessory foods and ice.

Supplies: Expendable items, including but not limited to paper products, cleaning and janitorial materials, kitchen utensils and tableware.

Tableware: Condiment containers, dispensers and napkin holders.

Temperature Danger Zone (TDZ): Unsafe temperatures for food between 41degrees F and 140 degrees F.

Trash: Any non-salvageable waste material other than garbage, rocks or dirt. This includes but is not limited to metal, paper, glass, cardboard, crockery, floor sweepings, cartons and similar materials.

Two Pan Method: A method of cleaning mess tables, chairs, counters, tables and equipment using hot detergent and hot water dispensed from two containers, in accordance with NAVMED P-5010.

Vet services: Government personnel that is responsible for inspecting all food to determine fitness of safety for human consumption.

Waste: Includes illegal disposition of food materials and non-adherence to portion size directives in “over serving”.

### **Section 3 - Government Property Furnished and Services**

**3.1 General:** The Government shall provide the facilities, fixtures, equipment, referred to as Government Property Furnished (GPF).

**3.2 Facilities:** The Government shall provide spaces (i.e., facilities) and furnishings identified in Technical Exhibit 4 for the Contractor’s use. These spaces will include an office, space for storing supplies, equipment storage spaces, and housekeeping closets. No alterations shall be made to these facilities without the written permission of the COR or designated representative. Each request shall be submitted to the COR in writing, for approval. Any such modifications or alterations shall be made at the expense of the Contractor. Contractor shall not remove any Government-furnished equipment or supplies from the worksite without the express written permission of the Contracting Officer’s Technical Representative or his/her designated representative. Upon completion or termination of the contract, the Contractor shall return all Government furnished facilities and furnishings in the same condition and quality as received, fair wear and tear excepted. These facilities shall only be used in the performance of this contract only.

**3.3 Equipment:** The Government shall furnish the equipment listed in Technical Exhibit 5. The Government may replace equipment when it is no longer usable for its intended purpose due to fair wear and tear and the Government may add equipment not presently included in Technical Exhibit 5. It is the intent of the contract that the Contractor clean all the equipment contained in spaces shown in Technical Exhibit 4.

**3.3.1 Equipment Inventory:** At the commencement of the contract, the Contractor and a Government representative shall conduct a joint inventory for all GPF and the Contractor shall acknowledge receipt for all such equipment. The Contractor and the Government representative shall jointly determine and record the working order and condition code of all GPF. If the Contractor does not participate in the inventory, the Contractor shall accept as accurate the listing and stated condition of equipment provided by the Government. At the completion or extension of the contract, a joint inventory shall again be conducted by the Contractor and a Government representative.

**3.3.2 Government Property Furnished Loss or Damage:** The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. In instances where Government Property Furnished, equipment or property is damaged, lost or pilfered while the property is in the care, or possession of the Contractor it shall be replaced by the Contractor with identical or COR approved substitutions.

**3.4 Menu Boards:** The Contractor shall post and maintain all Government provided computerized menu boards. In the event of breakdown of electronic menu boards, the Contractor shall post alternate menu boards to post menu listings until electronic boards are repaired. Post menu changes within 10 minutes of notification.

**3.5 Mess Gear:** The Contractor shall conduct weekly inventories of mess gear. The Government shall replace materials (china, glassware, cutlery, utensils, etc.) that are lost due to fair wear and tear up to 10% of the inventory.

The Contractor shall replace, with like items, any loss over 10% of the inventory. Any additional stock that is needed above the initial inventory shall be at the Government's expense.

**3.6 Government furnished utilities:** The Government shall furnish existing utility services for Contractor use in the Government furnished facilities to include water, sewer, electric, and gas services.

**3.7 Mail Distribution:** None.

**3.8 Telephone Service:** Local telephone service shall be provided by the Government. Use of Commercial long distance and Defense Switch Network (DSN) access by the Contractor is limited to those calls required to perform the services identified herein. Telephone services shall be used for official use only.

**3.9 Network Access:** The Government shall provide Internet access to include e-mail through the Government provided Local Area Net (NMCI) for all workstations required for accomplishment of work in support of this PWS. The Contractor shall ensure that all account usage complies with the Government's usage restrictions and that accounts are used solely for the work specified under this contract. The Government reserves the right to limit or restrict the service at any time (Contracted internet can be accessed through Comcast).

**3.10 Building Maintenance and Repairs:** The Government shall be responsible for performing maintenance of Government owned fixtures, facilities and equipment. However, the Contractor shall be liable for the cost of maintenance/repairs in case of damage caused by the Contractor neglect or misuse.

**3.10.1 Drains:** The Government shall be responsible for maintenance and clearing clogs due to normal use. The Contractor shall be responsible for clearing clogs attributed to misuse of drains (i.e.; pouring excessive grease into drains).

**3.11 Refuse Collection:** The Government will provide independent Contractors who shall be responsible for providing dumpsters and ensuring they are emptied on a regular basis or more often as required.

**3.11.1 Recyclable Materials Collection:** Contractor shall place recyclable materials in recyclable containers provided by Base Recycling personnel.

**3.12 Insect and Rodent Control:** The Government shall provide insect and rodent control for all Government furnished facilities. The Contractor shall notify the COR when an insect or rodent problem is detected.

**3.13 Grounds Maintenance:** The Contractor shall keep the grounds within 20 feet around facilities free of debris, such as cigarette butts, leaves and trash. The Contractor is responsible for trash cans adjacent to buildings. The Contractor is also responsible for the policing and cleaning of the back dock and adjacent parking lot, dumpster area, area around and under grease containers. Additional maintenance may be required in support of distinguished guest visits. The Government is responsible for lawn maintenance (includes grass, flowers, shrubs, and plants).

**3.14 Security and Fire Protection:** The Government shall provide security police and fire protection to the extent necessary to ensure a secure and safe installation. The Contractor shall adhere to the security and fire directives IAW base operating procedures.

**3.15 Special Decorations.** The Government shall provide decorations for special occasions and holidays throughout the year. Special occasions include, but are not limited to: Halloween, Thanksgiving, Christmas, Easter, and other special occasions identified by the Installation Commander.

#### **Section 4 - Contractor Furnished Items and Service**

**4.1 General:** Except for those items or services specifically stated as Government Property Furnished in Section 3, the Contractor shall furnish everything required to perform this contract. The Medical Officer or Safety Officer may reject



Contractor use of any cleaning supplies/materials that may be harmful to patrons or damaging to facility or equipment, or prohibited under the U.S. Navy HAZMAT regulations.

#### **4.2 Equipment**

- a. Commercial type floor cleaning, waxing and buffing equipment.
- b. Vacuum cleaning and shampooing/steam cleaning equipment where carpets are installed and to be cleaned by the Contractor.

#### **4.3 Supplies**

- a. Commercial grade detergents and rinse additives for dish/pot and pan washing, formulated to water hardness of the applicable area.
- b. The Contractor is responsible for cleaning supplies/materials, including but not limited to brooms, mops, oven cleaners, mop buckets, scrub brushes, brushes, detergents for pots and pans, de-scaling compounds, bleach, window cleaners, cleaning cloths, floor cleaners, sweeping compounds, hand soaps, trash liners, etc.
- c. Cleaning material that becomes dingy or discolored by stains shall not be used to wipe dining room tables, serving lines, food or beverage dispensers or any other equipment used in the serving of meals.
- d. All supplies including paper towels, soap, toilet paper, air-fresheners, disinfectants, etc., including dispensers as necessary for use in the lavatories.
- e. Artificial garnish for serving lines and salad bars.
- f. Office supplies which include paper, pens, pencils, ink cartridges and other miscellaneous materials used within an office setting.
- g. Tablecloths and cleaning towels.

#### **4.4 Other:** The Contractor shall also furnish:

**4.4.1** Employee uniforms and special type clothing shall consist of (jackets, gloves, safety shoes, rubber aprons, etc.).

**4.4.2** The Contractor shall provide and pay for any outside commercial telephone service used by Contractor personnel. Internet connection is available at the Contractor's expense.

**4.4.3** The Contractor shall provide all vehicles to carry-out the requirements of this contract.

**4.4.4 Specifications:** All Contractor supplies and minor equipment shall comply with NAVMED P-5010, Manual of Navy Preventative Medicine and Government occupational safety and health standards. All cleaning solutions and supplies shall be USDA approved and biodegradable and the Contractor shall supply all Material Safety Data Sheets (MSDS) for all Contractor supplied compounds used.

#### **4.5 General**

**4.5.1** Product literature for all supplies and minor equipment shall be submitted upon request to the COR for review. Samples may also be required and shall be provided at no additional cost to the Government.

**4.5.2** Steel wool, abrasive metal cleaners, or any other cleaning supplies or equipment which could cause damage to Government property shall not be used. Sponges and steel wool shall not be used in the dining facility.

**4.5.3** The Contractor equipment shall be compatible with existing sources of Government furnished electrical power. The Contractor's equipment shall comply with all Government safety standards. Rotary floor polishing, buffing and scrubbing machines shall be equipped with brush or pad drive assemblies made of nonporous materials.

**4.5.4** All wheeled and movable equipment shall be equipped with protective, non-marking wheels and rubber bumpers or guards around the entire perimeter. No part of the equipment, except handles shall protrude beyond the rubber bumpers.

**4.5.5** All electrically operated equipment shall be third-wire grounded and be equipped with an appropriate length UL approved (3) conductor cord.

**4.6** Specifications for Contractor furnished housekeeping supplies shall meet or exceed the following specifications: Shall be free of saponifiable matter. Chemical treatment residue in mop heads shall not exceed 28 percent by weight and shall contain no carbon residue.

**4.7** Disinfectants and detergents shall be currently registered with the Environmental Protection Agency (EPA) as a fungicidal and virucidal at the manufacturer's recommended use dilution, even in hard water of 400 PPM. The detergent shall be a quaternary ammonia compound, in iodophor, o-benzyl-p-chloro-phenol, and p-tertiary amylphenol. Use dilution shall be that recommended by the Association of Official Analytical Chemists (AOAC) use dilution confirmation tests. The disinfectant use shall be compatible in use with the local area water, PH of the soil, and the specific types of micro-organisms which may be prevalent in the local area.

**4.7.1** Liquid floor finish shall be a synthetic co-polymer plastic (not a wax), water emulsions with solid content of at least 12 percent, removable by detergent scrubbing and safe for use on all synthetic floors such as rubber, asphalt, vinyl and linoleum. It shall dry to a high gloss shine, be slip resistant and resist scuffing and water penetration.

**4.7.2** Stripping compound shall be purely synthetic, non-ionic, biodegradable, and contain no animal or vegetable soaps, abrasives, bleach, alcohol, ammonia or the ingredients which could produce harsh, harmful or noxious odors of fumes either in use or in storage. It shall be capable of completely removing all soap build-up and floor finish film with the exception of permacrylic epoxy poured type finishes. It shall not change the conductivity of conductive flooring when tested according to current requirements of the National Fire Protection Association (NFPA) Pamphlet no. 56. It shall contain approximately 12 percent or more active ingredients, exclusive of water, in its concentrated form. When mixed in a 10 percent use dilution, it shall have a PH not less than 7 and/or not greater than 11. It is permissible to use a special detergent stripper specially designed for use in automatic scrubber equipment, as long as it meets the above requirements.

**4.7.3** Wet Carpet Shampoo shall incorporate a current EPA registered sanitizer and a soil retardant. The PH of the wet shampoo shall be between 9 and 10.5 for use on synthetic fibers and shall be no higher than 9 for use on natural fibers. Phenolic based disinfectants shall not be used as a carpet shampoo.

**4.7.4** Dusting and sweeping cloths shall be made of tubular cotton with 18 percent to 22 percent non-oil saturation by weight, and the cleaning compound shall be registered with the EPA.

**4.7.5** Bowl cleaner, liquid-type, triple action bowl cleaner shall clean, deodorize, disinfect, not be noxious or cause irritating fumes in use, as determined by the Food and Drug Administration, and be suitable for use in toilet bowls and urinals only. It shall be fully inhibited to protect pipes and metals against corrosion. Products requiring a "Poison" label, as defined in CFT Title 49, shall not be permitted.

#### **4.8 Vacuum Cleaners**

**4.8.1** All vacuum equipment shall have a hospital use micro-static impaction type filtration system which filters out dust and bacteria particles larger than 0.3 microns.

**4.8.2** Dry vacuum cleaners shall be commercial type 2/3 cubic foot capacity or 1/2 bushel, with a micro-static impaction type exhaust air filter.

**4.8.3** The angle of exhaust system shall be at least 15 degrees above the horizontal.

**4.8.4** Upright vacuums shall be heavy duty and have a motor driven beater brush.

**4.8.5** Back pack vacuum units used in stairwells, and wet-factums, used as components of combination scrubbers, are exempt for the above requirements.

**4.9** Floor polishers shall have a non-porous scrubbing surface to inhibit bacterial growth.

**4.10** The carpet shampoo/soil extractor shampooers/extractors shall be a commercial type, upright design, with agitator brush and motor, storage tank, compressor, dispenser and shall have a positive action vacuum.

**4.11 Internal Security of Contractor Supplies and Contractor Employees Property:** The Contractor shall be responsible for taking all reasonable actions necessary to protect the Contractor supplies, materials, and equipment and the personal property of the Contractor employees from loss, damage or theft. The Government shall not be liable for the loss, damage or theft of Contractor supplies or his employees' property when such loss, damage or theft is caused by Contractor failure to provide adequate internal security.

## **Section 5 Specific Tasks - Cleaning**

### **5.1 Cleaning/Custodial**

**5.1.1 General:** The Contractor shall furnish cleaning and custodial services in food service facilities at the frequencies stated here-in and to the standards in Technical Exhibits 6A (Quality Standards for Custodial Services) and 6B (Quality Standards for Equipment Cleaning). The Contractor shall furnish all supplies and equipment necessary to perform these services. All cleaning equipment and supplies shall be properly stored immediately after each use. The cleaning standards and housekeeping tasks are intended to produce a "minimal acceptable" level of performance. Weather, traffic or other conditions may demand additional cleaning by the Contractor to ensure that facilities and equipment are clean, neat, and sanitary.

**5.1.2 Planning and Scheduling:** Prior to the contract start date, and as changes occur, the Contractor shall submit to the Contracting Officer a plan of the methods and equipment proposed for cleaning and housekeeping. The Contractor shall follow the schedule listing the days and time of day each requirement shall be performed in the facility. The schedule should recognize that only essential cleaning should be accomplished while meals are being prepared and in dining areas while patrons are present.

#### **5.1.3 Cleaning Program for Each Space**

**5.1.3.1** The Contractor shall clean the dining room and its equipment three times per day, after meals, seven days week (or any day the facility is in operation) as follows:

**5.1.3.2** During each meal:

a. Police the dining room to immediately clean away accidental spilling or dumping of food and trash on table tops, floor or elsewhere in the dining room. Clean table tops using the two pan methods, one pan of hot soapy water, the other pan, rinse with hot clean water, after table is vacated by patrons.

b. Within 5 minutes upon patrons' completion of meal, clean tables and restore to a condition inviting to new patrons. Return all condiments to their respective holders, and wipe down tables and chairs as necessary to remove all food particles and debris.

c. Police milk, beverage dispensers, salad bar and serving line continuously to maintain a neat, attractive and sanitary condition.

**5.1.3.3** Cleaning shall be completed prior to commencing of the subsequent meal; after each meal.

a. Wash table tops with clean hot water and detergent, hot rinse and wipe dry using two-pan method. Where tablecloths are used, replace as necessary.

b. Damp wipe chairs and reposition around table after cleaning floor (deck). Dining tables shall have the tops and sides cleaned and sanitized after each meal. The base and legs shall be cleaned weekly or more often if needed. Dining chairs and booths shall be wiped to remove all foreign objects, smudges, food particles and liquids from the seat and back after each use by a patron. Clean the entire chair or bench weekly. Table tops and all crevices shall be washed with clean detergent water, rinsed, and wiped dry after each meal.

c. Clean salad bar area.

d. Drip automatic coffee makers shall be turned off, and all pots shall be emptied of leftover coffee using hot water and baking soda (soap shall not be used to clean the interior of coffee pots). All surfaces shall be wiped down with a clean, damp cloth to remove all dust, finger marks, and smears.

e. Sweep, damp-mop and dry decks; spot clean carpets (as applicable) and vacuum.

f. Clean salt and pepper shakers, napkin holders, sugar dispensers and condiment containers.

g. Milk, soda and juice dispensers shall be thoroughly washed, pinch valve assembly cleaned, and exterior and interior wiped clean and dried. All surfaces shall be wiped down with clean, damp cloth to remove all dust, finger marks, and smears.

h. All milk, juice and soda shall be removed from dispensers immediately upon completion of the day, and stored in walk-in refrigerators.

i. Wipe down and clean condiment holders. Partially filled condiment containers shall be consolidated into one. Refill condiment containers as necessary.

**5.1.3.4** Cleaning shall be completed prior to commencement of subsequent meal; daily after the noon meal.

a. Sweep, mop, dry tile floors and vacuum carpet areas. (Tables and chairs are moved as required.)

b. Coffee machines shall be disassembled and cleaned with hot water, rinsed, wiped dry, and reassembled.

c. Beverage counters shall be thoroughly cleaned and polished. Beverage dispensers shall be cleaned, nozzles removed and cleaned by running a solution of baking soda and warm water through the dispenser.

d. Ice cream machines shall be washed down daily and cleaned thoroughly inside and out.

**5.1.3.5 Weekly**

a. Empty all sugar dispensers, salt and pepper shakers; wash in dishwashing machine; allow to dry; refill and replace on tables.

**5.1.3.6 Monthly**

a. Clean and wash window sills and columns.

- b. Wash the base of all booths, legs and bottoms of chairs and mess tables; reposition same.
- c. Strip floor of finish, scrub, mop, dry, finish and buff. (Note: finish shall be applied and buffed as often considered necessary).
- d. Dust picture frames and artificial plants.
- e. Clean door jams top and bottom.

#### **5.1.3.7 Quarterly**

- a. Clean and shampoo carpets.
- b. Remove and clean window screens. Clean inside of windows.

#### **5.1.3.8 As Required**

- a. Fill salt and pepper shakers.
- b. Replace empty condiment containers.
- c. Fill napkin holders.
- d. Fill sugar dispensers.
- e. Defrost milk dispensers when ice deposits have accumulated 1/4" thick on cabinet interior.

#### **5.1.3.9 Dishwashing Room (Scullery)**

Dishwasher Operations during the meal:

- a. The dishwashing room shall be continuously operational during all meal periods in order to facilitate replenishment of dishes and utensils.
- b. A minimum of two (2) operators shall operate the dishwashing machines. The person loading soiled dishes into the machine shall not unload the clean dishes from the machine, for safety and sanitation reasons these personnel shall have no other functions in the dishwashing room.
- c. As soiled gear arrives at dishwashing room, it is to be scraped and sorted. Scraping may be done with the hand or rubber scraper but not with a brush.
- d. Pre-wash dishes, trays, and bowls in 110-120 degrees F water, unless pre-wash dishwashing machines are used.
- e. Place dishes, etc., into proper racks and slide into dishwashing machine. Wash-section water shall be 140 degrees F to 160 degrees F and the rinse section not less than 180 degrees F.
- f. Glasses shall be pre-washed in a detergent solution 110 degrees F to 120 degrees F and run through the washing machines as described in the preceding paragraph.
- g. Silverware shall be sorted and placed in a detergent solution to loosen soil prior to the washing operation. If required, silverware (particularly forks) should be brushed by hand to loosen food particles. The silverware should then be placed into sterile containers with the handles down and loaded into silver washing racks for passage through

the dishwashing machine. DO NOT HANDLE SILVERWARE AFTER WASHING. Invert clean, empty container over clean gear and transfer to final position with HANDLES UP.

h. Clean gear shall be inspected, and chipped, cracked or broken items removed from service. All cracked or broken items shall be noted on the weekly inventory sheet.

i. Upon the completion of the washing cycle, dishes and flatware shall be inspected to insure that they are clean. All dirty items discovered during the inspection shall be passed through the washing cycle repeatedly until they are clean.

j. The Contractor shall notify the COR in the event of a dishwashing machine malfunction, or if the water temperature falls below the prescribed temperature level.

k. Scullery areas have been declared hazardous noise areas, therefore, hearing protection devices shall be used by all personnel working in the scullery while dishwashing equipment is in operation.

#### **5.1.4.0 Cleaning after Each Meal**

- a. Turn off head on wash and/or rinse tanks.
- b. Drain water from tanks and pumps.
- c. Remove soil screens from door type machines.
- d. Remove wash arm and/or end caps where arms are not removable and clean with brush. Air dry wash arm and curtains on dish table.
- e. Check and clean final rinse sprays.
- f. Remove and clean scrap trays.
- g. Close tank drain, scrub entire interior of machine, then flush. Partially refill tanks and flush out pump lines by running machine at least one minute. Drain tanks.
- h. Remove and clean suction and overflow strainers.
- i. Check filler opening, final rinse and pump-packing glands for leakage.
- j. Hoods over dishwasher shall be cleaned with a solution of hot water and detergent, then rinsed with hot water.
- k. Scrub dish tables with detergent and rinse clean with fresh hot water.
- l. Clean decks with hot soapy water. Rinse and allow to dry.
- m. Tablecloths will be changed weekly or as needed.

#### **5.1.4.1 Daily**

- a. Clean interiors and exteriors of dish dispensers, tray racks and carts.
- b. Clean interior and exterior of dollies.
- c. After each meal, clean decks and mop dry.

**5.1.4.2 Weekly** Dishwashing machine shall be thoroughly cleaned at least once each week as follows:

- a. Charge tanks with water de-scaling cleaner per manufacturer's instructions to remove lime deposit caused by hot water.
- b. Run machine for five minutes.
- c. Turn off motor switch, water and steam valves.
- d. Remove all curtains and wash and rinse tubes.
- e. Hose out interior of the machine working from the ends toward the center and through the center door.
- f. Scrub out interior with a brush making certain to scrub under the metal covers of overflow in all tanks. Remove scrap trays.
- g. Scrub tanks; open drain valves and scrub with a hand brush in the sink and rinse under hot running water.
- h. Hose out the tanks.
- i. Scrub all items removed from the machine with a hand brush in the sink and rinse under hot running water.
- j. Replace all parts and wipe down exterior of the machine and vent.
- k. Clean walls and baseboards with hot water and detergent, and rinse with hot water.

**5.1.5 Serving Area and Lines**

**5.1.5.1** After each meal (cleaning shall be completed prior to subsequent meal) after all food has been removed from the hot food table, salad bar and related equipment:

- a. Hot food tables shall be drained and thoroughly cleaned inside and outside with a solution of hot water and detergent, rinsed with hot water. All mineral deposits shall be removed from bottom of the tables.
- b. The entire serving line, top surfaces and covers, sides, front, tray slides and sneeze guards shall be cleaned, dried and polished. Grills on serving line shall be cleaned after each meal.
- c. Toasters and microwaves shall be thoroughly cleaned after each meal during which they were used.
- d. All shelving under the serving lines, beverage lines, and salad bars shall be thoroughly cleaned.
- e. Milk dispensers shall be emptied, thoroughly cleaned and polished.
- f. All stainless steel shall be polished as necessary.
- g. All Gaylord hoods, ventilation blowers, and accessible ducts shall be cleaned after the grills are used, and at least weekly when grills not in use.

- h. Floors shall be swept and damp-mopped. If scrubbing is necessary to remove heavy soil, it shall be completed in conjunction with mopping.
- i. Food carts shall be thoroughly washed, rinsed, and dried.
- j. Dessert/pastry bars, portable salad bar/hot bar shall be thoroughly washed, rinsed, and dried.
- k. Ice cream machines shall be disassembled, cleaned, sanitized, air dried, and re-assembled daily after each meal.
- l. All appliances shall be wiped clean at least once daily even when not used.

#### **5.1.6 Trash Rooms, Garbage Areas, and Loading Areas**

- a. Full garbage and trash cans shall be removed by the Contractor from all areas in the food service building and transported to the trash and garbage areas.
- b. Trash/garbage shall be sorted and maintained in separate covered containers as follows: wet garbage (plate waste); cans; bottles; bones and fat. Paper, cartons and boxes shall be flattened and discard in the recycling bins.
- c. Garbage containers and covers shall be thoroughly cleaned by scrubbing with hot soapy water and rinsed with hot water or steam before returning to point of use.
- d. Trash bags shall be used in all garbage and trash cans.
- e. The trash and garbage areas shall be maintained in a sanitary, orderly condition at all times and the floors shall be scrubbed, rinsed with clean water and mopped once a week.
- f. Special cleaning tasks may be required approximately five (5) times per year to prepare for distinguished visitors or inspections.
- g. The loading dock area should be cleaned daily.

**5.1.7 Areas around Building:** Except for trash pickup around patios/ buildings, grounds maintenance shall be provided by the Government.

**5.1.7.1** Police areas around building and dumpster daily or as required.

#### **5.1.8 Pan and Utensil Washing Rooms**

- a. All roasting pans, baking pans steam table inserts and cooking utensils used in preparation and service of food shall be thoroughly cleaned and sanitized after each use.
- b. Pans and utensils shall be returned to point of use or storage if not normally stored in the pan washing room.
- c. Pan and utensil washing shall normally be accomplished as rapidly as possible after presentation of the soiled items for cleaning.
- d. Pan washing room or area shall be left clean after each use with floor swept, scrubbed, rinsed with clean water, mopped and dried.



e. Deep sink washing procedures shall be IAW Navy Food Service Operation Handbook and NAVMED P-5010.

f. All personal protective equipment (PPE) shall be worn at all times.

#### **5.1.9 Vegetable Preparation Room**

a. Floors are to be swept, scrubbed, rinsed with clean water, mopped and dried each day after the noon meal.

b. They are to be dry mopped after other meals.

c. Contractor shall police these areas at regular intervals during the day to correct any hazardous conditions resulting from spillage of food and to remove empty boxes, cases, cans, etc., as they accumulate.

d. Walls and baseboard shall be cleaned as required but at least once a week.

##### **5.1.9.1 Daily**

a. All work tables shall be cleaned, including legs and under shelves.

b. All pan racks shall be washed and dried.

c. All other equipment shall be disassembled if applicable and thoroughly cleaned after use.

#### **5.1.10 Lavatories**

a. The Contractor shall keep all lavatories supplied with paper towels, toilet tissue, seat covers, and hand soap.

b. Waste containers shall be emptied daily and washed as often as necessary to maintain them in a clean condition.

c. Police patron lavatories during meal hours, remove all trash, garbage, and debris, and cleaning all spills.

##### **5.1.10.1 Daily**

a. Toilets and urinals shall be washed inside and outside with a neutral soap solution. Sinks will be washed inside and out with neutral soap solution ensuring no residue remains. A different towel will be used on sinks than is used for toilets, urinal and floors. All seats shall be washed on both sides with a neutral soap solution and when dry shall be free of streaks. A brush shall be used to reach into the trap. No rust or scale deposits shall be left under the rim.

b. Hardware fittings shall be washed with a neutral soap solution and wiped dry so that no streaks remain.

c. Toilet room floors shall be mopped daily, and disinfectant shall be used in the scrub water. Care shall be taken not to use excessive water. All water shall be removed and not allowed to evaporate on the floor. Particular care shall be used around the floor adjacent to urinals and toilets so that odors are not permitted to start. All corners shall be kept clean even if hand scrubbing is necessary.

d. Sinks will be washed inside and out with neutral soap solution ensuring no residue remains. A different towel will be used on sinks than is used for toilets, urinal and floors.

- e. Dusting shall be accomplished to keep all surfaces free of dust.

#### **5.1.11 Walls, Ceilings, Partitions, Wood and Bright Work**

- a. All walls, ceilings, woodwork, doors and partitions shall be kept clean of smudges, marks, dust or other dirt streaks. Care shall be exercised by cleaning personnel so as not to damage the paint in the removing of these spots.
- b. All stainless steel surfaces shall be polished as often as necessary to maintain a clean and bright appearance.

#### **5.1.12 Equipment**

- a. Contractor shall inspect all food preparation, food service, dishwashing, dining areas and storage areas daily.
- b. Cleaned and sanitized equipment and utensils shall be handled in a way that protects them from contamination. Spoons, knives, and forks shall be touched only by their handles. Cups, glasses, bowls, plates, and similar items shall be handled without contacting inside surfaces or the surfaces that contact the user's mouth.
- c. All mixers (horizontal or vertical) shall be thoroughly cleaned after each use, including all crevices or hidden areas where food material may accumulate.
- d. Glasses, cups, and dinnerware shall be stored inverted.
- e. All dinnerware shall be scrupulously cleaned, sanitized, air dried, and cooled prior to service. All broken, cracked and damaged dinnerware shall be removed from service and discarded.
- f. Pans and utensils shall be returned to point of use or storage. Cutting tools shall be properly stored and maintained in sharp condition.
- g. Flatware shall be cleaned IAW Navy Food Service Operation Handbook.
- h. Disposable cloths shall be used to clean and wipe food contact surfaces, table tops, or counter tops. They shall be clean and odor free. They shall be rinsed frequently in the approved sanitizing solution and used for no other purpose.
- i. Drain and clean deep fat fryer after each use.

#### **5.2 Other Cleaning and Housekeeping Tasks:** The Contractor shall:

**5.2.1 Light Bulbs:** Replace all burned out interior light bulbs and fluorescent tubes (material provided by the Government) in the immediate assigned facilities by the end of the next work day.

**5.2.2 Windows:** The Contractor shall thoroughly clean all interior windows monthly. The Contractor shall dust and clean all exterior windows quarterly.

**5.2.3 Doors:** The Contractor shall clean all doors (both sides including exterior for those with access outdoors) weekly. Any smudges, marks, or streaks shall be cleaned immediately to maintain a clean appearance.

**5.2.4 Furniture Rearranging:** Move dining room tables and chairs for meetings and group meals, and return same after the function is over. Occasional rearrangement of furniture, partitions and decorations shall be accomplished by the Contractor to improve decor, facilitate carpet wear/cleaning or for other reasons established by the Government.

**5.2.5 Plants:** Damp wipe artificial plants monthly to remove dust, dirt, lint and cobwebs. Interior live plants shall be watered as needed and receive other care as required by the Contractor housekeeping plan.

**5.2.6 Blinds:** Dust Venetian blinds monthly.

## **Section 6 Specific Tasks – Full Food Service**

**6.1 Subsistence:** The Contractor shall order and receive all subsistence items through a food distribution Contractor (prime vendor) and local vendors; e.g. bread, milk, fruits and vegetables, that will make scheduled deliveries to the dining facility. Receiving personnel shall visually inspect one hundred percent of items received and reject all items that appear damaged or not delivered at the proper temperature as specified in the NAVMED P-5010, paragraph 3.1.3. First In First Out (FIFO) procedures shall be used for storage of items. Prior to start of performance, the Government shall furnish a delivery schedule for each dining facility. Subsistence is Government Property and shall be accountable until consumed.

**6.1.1 Physical Inventory:** The Contractor shall be responsible for completing physical inventories of subsistence items, including written explanation and corrective action for inventory discrepancies. Full physical inventories shall be conducted monthly, upon relief of the COR, when there is evidence of unauthorized entry into storerooms, or at any time as directed by the Food Service Officer. Additionally, the Contractor shall accomplish a minimum spot inventory of 10% of the subsistence line items maintained in the bulk storeroom and shall be inventoried at least twice a month (for a minimum of 20% monthly) in accordance with NAVSUP P-486, Food Service Management, Chapter 7. The COR may designate Government personnel to conduct separate unannounced spot inventories. A wall to wall inventory shall be conducted at least quarterly.

**6.1.2 Breakout/Perpetual Inventories:** The bulk storeroom custodian shall facilitate perpetual breakout inventoried on all daily breakouts IAW NAVSUP P-486, Chap 7. This procedure is used when the bulk storeroom custodian inventories the remaining subsistence items after each breakout or issue is made. The bulk storeroom custodian shall indicate the balance on hand on each Food Item Request/Issue Document (NAVSUP Form 1282) after making each breakout or issue. The records keeper shall compare this balance after decreasing the breakout or issue on the Subsistence Ledger (NAVSUP Form 335). Differences shall be examined and appropriate entries made. Seven (7) to ten (10) days of inventory is kept on hand.

**6.2 Menu:** A thirty-five (35) day Standard Navy Cycle Menu for all facilities shall be provided to the Contractor and shall be strictly adhered to. Subsequent cycle menus shall be provided no later than 30 days prior to commencement of each new cycle. The contract manager or his/her designated representative shall attend the Menu Planning Board meeting and participate in the proceedings. Minutes of the meeting and a summary of all proposals shall be forwarded to the COR for review and final approval. The Contractor shall not make any menu changes without the prior approval of the COR.

**6.2.1 Specialty meals for ethnic groups, holidays and theme menu items may be added to the menu of occasion. Specialty meals shall be implemented by the Contractor at no additional cost to the Government.**

**6.2.2 Menu Posting:** The Contractor shall post daily menus prior to the breakfast meal on designated menu boards. Any changes or substitutions to menu shall be posted to the menu boards in order to keep patrons informed.

**6.2.3** The Contractor shall follow the approved cycle menu when preparing meals. All cooks shall accurately complete NAVSUP forms 1090 and 1282 IAW the NAVSUP P-486. No menu changes shall be made without the prior approval of the Food Service Officer or Galley Chief, except for equivalent substitutions caused by subsistence shortages or other circumstances beyond the control of the Contractor.

## **6.3 Preparation and Serving of Food**

**6.3.1 Standard Recipes:** The Contractor shall use the standard recipes of the Armed Forces Recipe Service (i.e. scratch cooking). If the Contractor desires to use a new or different commercially acceptable recipe, it shall be submitted for approval to the COR. Upon approval, the recipe shall be added to the recipe file.

**6.3.1.1** The menu drafter's copy of "index of recipes" shall be annotated by the Contract Project Manager or his designated representative to denote unacceptable items, based upon previous local use of the recipes and acceptable records.

**6.3.1.2** Spices and seasoning should be used in accordance with AFRS guidelines; over-seasoning should be avoided.

**6.3.1.3** The Contractor shall maintain an acceptability log and base prediction on acceptability factors drawn from the log.

**6.3.2 Food Preparation:** The Contractor shall progressively prepare food items to ensure freshness and optimum flavor, color and texture. All foods shall be prepared as close to serving time as possible.

**6.3.2.1** Food items shall be ready for serving as described in the recipe no more than 5-10 minutes prior to placement on the line. Food on the line shall be well illuminated and arranged and garnished to enhance eye appeal.

**6.3.2.2** Short order breakfast items shall be cooked to order.

**6.3.2.3** Short order items such as hamburgers, hot dogs and french fries shall be prepared in advance only to the extent necessary to ensure the required patron flow through the serving line.

**6.3.2.4** Food shall be prepared on surfaces that have been cleaned, rinsed and sanitized to prevent cross contamination. Fixed surfaces are sanitized using a disposable cloth which has been rinsed in a sanitizing solution.

**6.3.2.5** Cooking surfaces shall be shielded to protect patrons from hazards. The "clean as you go" policy shall be strictly enforced.

**6.3.2.6** Raw fruits and vegetables shall be thoroughly washed with potable water before being cooked or served. Salad vegetables shall be washed and trimmed and thoroughly drained before using for salad. Fresh fruit and vegetables shall be thoroughly cleaned before serving or preparing.

**6.3.2.7** Potentially hazardous food requiring cooking shall be cooked to heat all parts of the food to a temperature of at least 140 degrees F except where otherwise specified.

**6.3.2.8** Potentially hazardous foods that have been cooked and then refrigerated shall be reheated rapidly to 165 degree or higher, throughout, before being served or before being placed in a hot food storage unit. Steam tables, warmers and similar hot food holding equipment shall maintain food temperature at not less than 140 degrees. This equipment shall not be used for reheating of foods.

**6.3.3** Tray waste shall be monitored on a continuing basis throughout each meal period and causes of tray waste in excess of 3 ounces per person per meal investigated and corrective measures initiated. Portion control scoops and ladles shall be available in number and sizes necessary for serving prescribed portion sizes for each menu item. Forecasts of rations to be fed shall be accurate and based on such factors as: day of the week, food preferences, weather and paydays. Breakouts shall be based on forecasts of rations to be fed.

**6.3.4 Bakery:** The contractor will provide personnel able to complete all tasks associated with the proper preparation of all bakery products required for the execution of the NAVSUP Form 1090 food preparation worksheet. The contractor shall be able to complete basic bake shop production for example bread making, cake production, cookies and pies as per the Armed Forces Recipe Card Service.

## **6.4 Grounds Maintenance**

**6.4.1 Areas Defined:** The Contractor shall clean the grounds around the facility as instructed.

**6.4.2 Ground Maintenance Tasks:** Contractor personnel shall sweep sidewalks and clean up immediate area daily. Cleaning is not limited to but includes removing all paper, trash and cigarette butts from the area at least daily.

## **6.5 Food Service Program**

### **6.5.1 Serving Line(s)**

**6.5.1.1** The Contractor shall provide sufficient serving line personnel to maintain a serving line rate of eight (8) patrons per minute.

**6.5.1.2** The number of serving lines to be utilized may vary dependent upon the volume of patrons entering the dining facility for a meal on a given day. The minimum number of serving lines to be operated at each meal period is stipulated under the captions "Normal" in Technical Exhibit 3.

**6.5.1.3** The number of serving lines operated shall increase up to the number available to support of eight (8) patrons per minute and to permit all patrons to be served within established meal periods.

### **6.5.2 Pre-Service Set Up**

**6.5.2.1** Transport all foods, hot and cold, including condiments, beverages, etc., from production or storage areas to serving line and arrange as shown on Food Serving Plan which shall be posted.

**6.5.2.2** Proportion salads and desserts in production areas.

**6.5.2.3** Prepare hot coffee not more than 20 minutes prior to the start of any meal service and held at 185 degrees F. Coffee shall be continually prepared during the meal period to assure a constant supply of fresh coffee. Prepared coffee shall not be retained from one meal period and served at the next.

**6.5.2.4** Entire serving area(s) set up is to be ready for inspection 30 minutes prior to start of serving line.

**6.5.2.5** Calorie counts for each item shall be posted.

**6.5.2.6** Healthy choice/500 calorie display plate shall be covered and displayed at the beginning of the serving line.

### **6.5.3 Duration of Meal Services**

**6.5.3.1** Provide sufficient serving line personnel to serve all food except self-service items and maintain a serving line rate of eight (8) patrons per minute. Adhere to portion sizes stipulated in Armed Forces Recipe Service unless the patron requests smaller quantities or the COR specifies otherwise.

**6.5.3.2** Keep all food on serving area(s) continuously arranged in an attractive and orderly manner.

**6.5.3.3** Keep serving area(s) continuously clean and free of spilled food.

**6.5.3.4** Contractor employees who are serving food to patrons shall be courteous and present a helpful attitude toward each patron. All serving line personnel shall speak and understand English fluently, and have the ability to identify all items served.

**6.5.3.5** Re-supply all serving areas as required.

### **6.5.4 After Meal Service**

**6.5.4.1** Remove all hot foods, salads and desserts from service area(s) and return to galley areas.

**6.5.4.2** Discard unused coffee. Return milk to refrigerated storage after dinner meal.

**6.5.4.3** Remove all butter, jams, jellies and juices from serving area(s) and return to proper storage.

## **6.6 Cashier Services**

**6.6.1** Contractor shall provide qualified cashiers for each operating serving line to perform the following duties:

**6.6.2** The Contractor shall maintain all menu boards.

**6.6.3** The Contractor shall be at duty station during meal and 15 minutes after posted meal hours. Perform cashier duties for each meal to maintain a flow rate of guests to correspond with serving line flow rates specified in this contract.

**6.6.4** The Contractor shall operate one cash register for essential early feeding of authorized personnel. Obtain Cash Meal Payment Book forms from the Cash Collection Agent. Cash Meal Payment Books are serialized and shall be issued in sequential order when possible. Cashiers shall sign for the forms at the time of issuance.

**6.6.5** The Contractor shall establish and maintain non-Government change fund for each cash register, and provide change funds in sufficient amounts to make change to cash patrons. The Contractor shall certify the amount of each change fund to the Government at the start of the contract and as changes occur.

**6.6.6** The Contractor shall determine status of all customers, i.e., enlisted on separate rations, officer, guests, rations in kind (RIK), etc., and record various categories and sale items as described in cash register operating manual. Make positive identification of customers by sighting their military ID card.

**6.6.7** The Contractor shall collect cash and make change for all food items sold at all meals.

**6.6.8** The Contractor shall balance cash receipts tape against cash turned in. The Contractor shall be responsible for turn in of cash receipts.

**6.6.9** The Contractor shall obtain signature of various categories of patrons if necessary.

**6.6.10** The Contractor shall ensure cashiers and supervisor are thoroughly familiar with cash register(s) and operating instructions and are able to perform operations accurately.

**6.6.11** The Contractor shall provide all necessary training for cashiers.

**6.6.12** The Contractor shall provide Contractor safe(s) and all equipment necessary to safeguard Contractor funds.

**6.6.13** A separate signature sheet (local form) shall be maintained to record sales to Contractor personnel.

## **6.7 Collection of Funds**

**6.7.1 Collection Records:** The cashier shall collect and account for funds on the Cash Meal Payment Book (DD Form 1544). The cashier shall ensure the book(s) are correct and collect the correct charges and surcharges. The book(s) shall be used in the sequential order in which they are issued. Erasures on book(s) shall not be made. Errors shall be lined through then initialed by the cashier and the patron.

**6.7.2** The cashier shall deposit funds collected, exclusive of the Contractor change fund, with the cash

collection agent in accordance with NAVSUP P-486, or as per instruction by the FSO. At a minimum, a deposit is required at least twice per weekday.

**6.7.3** Cash receipts are the property of the Government and shall be safeguarded. All receipts shall be turned into the designated cash collection agent, as stipulated.

**6.7.4** The cashier shall deposit all cash overages.

**6.7.5** The Contractor shall be responsible for any cash shortages and shall be responsible for reimbursing the Government.

**6.7.6** Lost Cash Meal Payment Book (DD 1544) shall be regarded as a completed form containing signatures.

**6.7.7** The Contractor shall reimburse the Government for each lost Cash Meal Payment Book (DD Form 1544). Reimbursement shall be computed as though the lost sheet was completed. The amount of reimbursement shall consist of the total number of lines on the ration register multiplied by the basic lunch/brunch rate with a surcharge. Reimbursement shall be made to the Government within five working days of loss.

**6.7.8** Bulk Storeroom Custodian / Receiving Clerk is responsible for storing, receiving, accountability and inventory of subsistence items. Primarily responsible for breakout of provisions for required food items. A minimum of one year experience in an area associated with food control and inventory.

**7.0 Manpower Reporting:** 7. 5237.109-90. Enterprise-wide Contractor Manpower Reporting Application (ECMRA) The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Seashore Dining Facility, Panama City, Florida via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

**Section C – Technical Exhibits****TECHNICAL EXHIBIT # 1****DAILY WORKLOAD ESTIMATES****BLDG 485 –Galley, NSA Panama City**

<b>Breakfast (M-F)</b>	<b>Lunch (M-F)</b>	<b>Dinner (M-F)</b>	<b>Brunch (Weekends)</b>	<b>Supper(Weekends)</b>	<b>Carry Out Bag Lunches(As requested)</b>
200	250	200	200	200	50-150



**TECHNICAL EXHIBIT #2****Contractor Furnished Material/Consumables**

This list is provided as a guide, and represents a minimum compiled list of material that shall be provided by the Contractor to support the workload required in this contract.

\*Emergency use in Dining Room

Buffing Machines	Stripping Machine
Stripping Pads	Buffing Pads Buffers
Vacuums/Sweepers	Carpet Cleaner \$209
Grill Pad Holders 60@\$5.69 each=\$341.40	Wet Floor Signs 20 @ \$7.07=\$141.40
Grill screens <a href="#">2 cases @ \$87.38</a> each=\$174.76	Stainless Steel scrubbers 12 cases @\$15.70 case=\$188.40
Sanitizer bucket detergent bucket for cleaning dining room 8@ \$6.79=\$54.32	General Purpose Cleaner/Detergents Degreaser (Super Clean 48bottles @\$28.33=\$1359.84, Lime Away Descaler 9 cases @\$29.70=\$1069.20)
Griddle scrub pads 8cases each @\$ 86.50 =\$692.00	General Purpose Bleach 96 bottles @ 6.93 each=\$665.28
Pots and pans soap Solitaire 40 cases @\$102.05=\$4082.00	Oven/Grill Cleaner (Grill Brite)36 bottles @ \$36 each=\$1296
Dishwasher Detergents(Silver Power) for silverware 20 cases @\$59.55=\$1191	Dishwasher Detergent (Solid Power XL)28cases @\$72.54 case=\$2031.12
Dispensers Contracted through ECOLAB	Final Rinse Additives (Solid Brilliance)20cases @ \$131.44 case=\$2628.80
Rinse Additive Dispenser <b>Contracted through ECOLAB</b>	Hand Soap Dispensers 18 @\$22.10=\$397.80
Hand Soap (for dispensers)16 gallons @\$24=\$384	Plain Spray Bottles20@\$7.98=\$159.60
Mops w/Handles 20@ \$19.46=\$389.20	Mop Buckets/Wringers 6@ \$82.79each=\$496.74
Brooms \$37.88 a bundle 6 bundles=\$227.78	Dust Pans 10 @\$ 9.90 each=\$99
Foxtails \$6.78 for case 1 case	Plastic Aprons 4 boxes \$15.39 box =\$61.56
Paper Hats (Cooks) 2 boxes \$15.29 box =\$30.58	Floor Squeegees 10@\$22.88 each =\$228.80
Food Handler Gloves 80cases @\$11.58per box10 box per case=\$926.40	Window Cleaner 6cases@\$96.38=\$578.28
Window Squeegees (used for scullery sink area also) for 10@\$8.86 each =\$88.60	Toilet Tissue Dispenser 8@\$23.33=\$186.64
Toilet Tissue 40 cases @\$55.20 =\$2208	Toilet Seat Cover Dispenser 8@\$26.18 each =\$209.44
Toilet Seat Covers 2 boxes \$39.15 a box =\$78.30	Roll Paper Towel Dispenser for bathroom 5 @ \$21.06 =\$105.30
single fold paper towel holders <a href="#">8@\$62.63=\$501.04</a>	Urinal Screens 2 cases@ \$46.15 a package=\$92.30
Lysol wipes 20 containers@ \$4.10 =\$82	Plastic Wrap 12x2000 80 rolls @\$17.95=\$1436, 18x2000 80 rolls @\$22.50=\$1800
Stainless steel wipes 50 containers \$9.70 a container=\$485	Ziplock Bags for Bag Meals Paper
Aluminum Foil 20 rolls @\$61.00=\$1220	Paper Napkins for Dispensers 40 cases \$77.49 =\$3099.60
Bags for Bag Lunches Barn Boxes 60cases @\$68=\$4080	*Disposable Bowls 10 cases \$117.49 per case of 1000 =\$1174.90
*Disposable Dinner Plates 60cases @\$96.75=\$5805	*Disposable Cups 10oz Styrofoam 20 cases @\$26.75=\$535
*Disposable Small Plates 30 cases \$17.14 case =\$514.20	Containers for Take Out Meals (Small) NOT ORDERED
Containers for Take Out Meals (Large) NOT ORDERED	*Plastic Ware (Spoons 24 cases@\$15.12=\$362.88, Knives24 cases@\$12.20=\$292.80, Forks24cases @\$12.10=\$290.40)
Disposable Cups w/Lids for Take Out Meals NOT ORDERED	
	Earplugs (Disposable) 2 cases \$38.81 =\$77.62
Disposable Pans for Picnics (Half & Full w/Covers) NOT ORDERED	Plastic Shrink Wrap for Shipping Pallets NOT ORDERED
Lubrication Gel (For Ice Cream Machines) each/ 4 containers \$25.69 =\$102.76	Holiday Decorations Seasonal/Special Occasion (Halloween, Thanksgiving, Christmas and Easter) NOT ORDERED

Cash Register Tape (Paper) 2 cases \$72.27=\$144.54	Cleaner for Artificial Plants NOT ORDERED
Plastic Garnishments (for serving lines) NOT ORDERED	Plastic Shrouds/Cover12 \$23 each=\$276
Portable Rolling Carts NOT ORDERED	Vinegar & Oil Cruets for Salad Bar NOT ORDERED
Cutlery Kit (3-Piece) for Take Out Meals NOT ORDERED	Thermometers, Portable Oven, Fryer10@\$26=\$260, Reefer40@\$3.45=\$138, Pocket Style/Type20@\$7.48=\$149.60
Foil Wrap for Potatoes 10 cases \$61.90case =\$619	Cutting Board (Polyurethane) \$215 pack of 6 color coded. 8 packs=\$1720
Ladders for cleaning and changing light bulbs NOT ORDERED	1 gallon plastic bags for breakfasts 30 cases \$61 case =\$1830
Disposable Left-over Tags \$13.92 roll for each day. 30 rolls for each day 210 rolls total.=\$2923.20	7x8 size bags for lunch meat storage 50 cases \$38.80 case=\$1940
	Total of \$54932.40

**TECHNICAL EXHIBIT # 3****HOURS OF OPERATION**

**1.1 Meal Hours** The Contractor employees shall be fed one half hour prior to normal meal hours. The normal meal hours are as follows:

**NAS Panama City  
Galley, 485**

<b>Days</b>	<b>Meal Period Times</b>	<b>Serving Lines</b>
<b><i>Weekdays:</i></b>		
Breakfast	0445-0700	1
Lunch	1100-1300	2
Dinner	1630-1800	1
<b><i>Weekends:</i></b>		
Brunch	0930-1200	1
Supper	1630-1800	1
<b><i>Holiday Meals</i></b>		
Brunch	0930-1200	1
Supper	1400-1700	1

**TECHNICAL EXHIBIT #4****GOVERNMENT FURNISHED SPACES TO BE CLEANED (BLDG 485)**

<b>SPACE</b>	<b>AREA (Sq. Ft)</b>	<b>TYPE OF FLOOR (Material)</b>
Main Dining rooms	4,244	Carpet
Serving areas	1,000	Quarry tile
Dishwashing room	984	Quarry tile
Kitchen	2,222	Quarry tile
Food Service Office	180	Vinyl tile
Personnel lavatories	300	Ceramic tile
Loading Dock/Stairs	550	Concrete
Loading Dock area	650	Asphalt
Dumpster area		Asphalt
Exterior Grounds	200	Grass and concrete
<b>TOTAL</b>	<b>10,330</b>	

**TECHNICAL EXHIBIT #5**  
**GOVERNMENT PROPERTY FURNISHED GALLEY EQUIPMENT INVENTORY LIST**

TAG NUMBER	ITEM	MAKE	MODEL	SERIAL NUMBER	COST
	Combi Oven	Henny Penny		11209732	\$22,600.84
	Combi Oven	Henny Penny		11209893	\$22,600.84
	Dishwasher	M. Meiko	K-64E	30003005	\$53,700.00
	Bread Walk-in	N/A	N/A	N/A	
	Dairy Walk-in	N/A	N/A	N/A	
	Freezer Walk-in	N/A	N/A	N/A	
	FFV Walk-in	N/A	N/A	N/A	
	Yogurt Machine	Sani-Serve	N/A	N/A	\$11,000.00
	Salad Bar	Duke	AHC6MN7M	1080454	\$6,000.00
	Fruit Bar	Ace	N/A	N/A	\$6,000.00
	Gas Stove	Imperial	N/A	N/A	\$5,200.00
	Meat Slicer	Globe	385OP	3851980	\$6,099.00
	Food Mixer	Univex	SRM60	MO17508	\$8,995.00
	Fryer	Henny Penny	N/A	N/A	\$6,500.00
	Char Broiler	Vulcan	N/A	N/A	\$5,500.00
6100800456	Grill 2	Vulcan	HG72D-1	481044385RR	\$9,000.00
M61331033494	Sm. Grill	Vulcan	HG72D-1	481044475RR	\$6,500.00
2826	Holding Cabinet	Carter Hoffman	HBU12	418939-112007	\$6,500.00
2827	Holding Cabinet	Carter Hoffman	HBU12	418940-112007	\$6,500.00
2837	Milk Machine	Silver King	SK3IMP	SAHJ42099A	\$6,800.00
	Milk Machine	Silver King	SK3IMP	SAHJ41623A	\$6,800.00
	Sm. Copper	Southbend	KELT 20	87380-9HH-3486	\$6,947.35
	Copper	Southbend	KELT 40	87380-9HH-3484	\$12,732.86
	Copper	Southbend	KELT 40	87380-9HH-3485	\$12,732.86
	Copper	Southbend	KELT 40	87380-9HH-3483	\$8,076.23

	Steamwell	Duke	E5CBSS M	12K02	
	Stationary Cold Box 1	Traulsen	RR1132LPUT	V528880F94	
	Stationary Cold Box 2	Continental	9409316	CR1S2SPT	
	Stationary Hot Box	Traulsen			
	Freezer	Traulsen	G22010	T788970A00	
	Steamer	Cleveland	24CGA10.2	1.30523E+12	\$13,389.41
	Freezer Chest	TRUE	TFM29F1	5266962	\$600.00
2805	Small Mixer	Ditto Dean	EM20	196170021019	\$1,000.00
2843	Television	Insignia	N/A	N/A	\$600.00
2844	Television	Insignia	N/A	N/A	\$600.00
2845	Television	Insignia	N/A	N/A	\$600.00
2846	Television	Insignia	N/A	N/A	\$600.00
2837	Milk Machine	Silver King	SK3IMP	SAHJ42099A	\$3,072.00
2804	Ice Machine	Ice Omatic	N/A	N/A	\$4,302.00
	Carousel	TRUE	G4SM23RGS	4920457	\$3,595.00
	Carousel	TRUE	G4SM23RGS	4920459	\$3,595.00
<b>TAG NUMBER</b>	<b>ITEM</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>	<b>COST</b>
	Carousel	TRUE	G4SM23RGS	4920451	\$3,595.00
	Copier/ Fax	Brother	MFC7860DW	U62702C1N310501	\$299.00
2787	Shredder	GBC	12468-1	HH07450	\$350.00
2788	Filing Cabinets	Office Depot			\$350.00
2789	Filing Cabinets	Office Depot			\$350.00
2790	Filing Cabinets	Office Depot			\$350.00
2791	Filing Cabinets	Office Depot			\$350.00
2792	Filing Cabinets	Office Depot			\$350.00
2793	Filing Cabinets	Office Depot			\$350.00
2794	Filing Cabinets	Office Depot			\$350.00
2795	Filing Cabinets	Office Depot			\$350.00

2796	Desk				\$500.00
2797	Desk				\$500.00
2798	Desk				\$500.00
2799	Camera	Sony	MCV-FD75	1088714	\$500.00
2800	Camera	Sony	BC-CSG	546176	\$500.00
2801	Floppy Drive	Sony	MPF88E	23076747	\$28.00
2802	Floppy Drive	Sony	MPF88E	23076745	\$28.00
2803	Type Writer	Brother	ML300	L5P305759	\$199.00
2808	Food Processor	Mannhart	M2000	9724806	\$2,755.00
2809	Buffalo chopper	Unvex	B618	S023658	\$4,995.00
2810	Dessert Cart	Cresor	1001822D	CAH5141924872	\$1,200.00
2811	Dessert Cart (Sm.)	Cresor	1001822D	CAH5141924877	\$700.00
2812	Scale	Detecto	1102EPX	2091008	\$2,500.00
2813	Stainless Tables	Duke	418M	NA	\$1,500.00
2814	Stainless Tables	NA	NA	NA	\$1,500.00
2815	Stainless Tables	NA	NA	NA	\$1,500.00
2816	Stainless Tables	NA	NA	NA	\$1,500.00
2817	Stainless Tables	NA	NA	NA	\$1,500.00
2819	Stainless Tables	NA	NA	NA	\$1,500.00
2820	Stainless Tables	NA	NA	NA	\$1,500.00
2821	Cooks Desk	NA	NA	NA	\$500.00
2822	Speed Rack w/Cover	NA	NA	NA	\$500.00
	Salad Bar	Duke	AHC-6N-N7-440750M	4141547	\$4,958.14
	Salad Bar	Duke	AHC-6M-N7-M	1030454	\$4,958.14
	Two Door Freezer	Victory	FA-2D-S1	D1309852	\$3,369.59
	Carousel 1	TRUE	G4SM23RGS	4920459	\$3,998.00
	Carousel 2	TRUE	G4SM23RGS	4920457	\$3,998.00
	Carousel 3	TRUE	G4SM23RGS	4920451	\$3,998.00

	Warmer	Carterhoffman	HBU12	4189391112007	\$417.00
	Warmer	Carterhoffman	HBU12	418940112007	\$417.00
	Stainless Tables	NA	NA	NA	\$1,500.00
	Stainless Tables	NA	NA	NA	\$1,500.00
	Stainless Tables	NA	NA	NA	\$1,500.00
	Coffee Machine	Bunn	DUAL	DUAL122429	\$2,680.00
	Toaster	APW WYOTT	XTRM-2	0712D00382	\$1,076.00
	Tea Container	Bunn	TDUT-Brew thru	TD40210580	\$1,000.00
	Ice Water Mach.	Scottsman	MOT5N40A1H	708132001084	\$4,097.00
	Ice Water Mach.	Scottsman	MOT5N40A1H		\$4,097.00
	Stainless Tables	NA	NA	NA	\$1,000.00
	Stainless Tables	Tabco	NA	NA	\$1,000.00
	Hot Dog Warmer	Starr	M-30	C30	\$2,650.00
<b>TAG NUMBER</b>	<b>ITEM</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>	<b>COST</b>
	Food Warmer (soup)	Volrath	T43R	W129-00206238-017	\$228.86
	Microwave	Amana	RSC10MPA	11366202LJ	\$447.40
	Cabinet	NA	NA	NA	\$750.00
	Cabinet	NA	NA	NA	\$750.00
	Cabinet	NA	NA	NA	\$750.00
	Cabinet	NA	NA	NA	\$750.00
	Cabinets w/Draws	NA	NA	NA	\$950.00
2853	Cabinets w/Draws	NA	NA	NA	\$950.00
2854	Long tables (23)	NA	NA	NA	\$650.00 EA
2855	Maroon chairs (141)	NA	NA	NA	\$200.00 EA
2856	USB-3. 0	Western Digital	WDBAC45000ABK	WX61C80M1541T	
2857	Short Tables (17)	NA	NA	NA	\$450.00 EA
2858	Microwave	Amana	RCS10D	9906125520	\$447.40
2859	Patio Tables (6)	NA	NA	NA	\$699.00 EA



2860	Patio Chairs (24)	NA	NA	NA	\$200.00 EA
2861	Frig on Patio	TRUE	GDM-07	4932348	\$199.00
2862	Hatco Warmer	Hatco	GRFHS00033	2312730608	\$850.00
2863	Reach in Refer	Randell	1010 A	S000000	\$3,500.00
2864	Two Door Cabinet	Sandusky	NA	NA	\$500.00
2865	Steam Table	NA	NA	NA	\$500.00
2866	Desk 1 Front Office	NA	NA	NA	
2867	Desk 2 Front Office	NA	NA	NA	
2868	Filing Cabinet in Front	NA	NA	NA	\$150.00
2869	Filing Cabinet in Front	NA	NA	NA	\$150.00
2870	Tall Hazmat Locker	Securall	A390	NA	
2871	Short Hazmat Locker	Global	NA	NA	\$850.00
2872	Tall Hazmat Locker	Securall	A390	NA	\$850.00
2873	Cash Register	Casio	CE24	DL2416	\$850.00
2874	Hat Case 1	NA	NA		
<b>TAG NUMBER</b>	<b>ITEM</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>	<b>COST</b>
2875	Hat Case 2	NA	NA		
	HP Office Jet Pro 8000	Hewlett Packard	NA	HKOCG320GB	\$299.00
	Copier	Copy Products	AM237	35013939	\$738.15
	Two Door Reefer	TRUE/Centaur	CSD-tdr-bal-es	1304CENH00142	\$2,846.23
	Two Door Reefer	TRUE/Centaur	CSD-tdr-bal-es	1304CENH00143	\$2,846.23

**TECHNICAL EXHIBIT 6A****QUALITY STANDARDS FOR CUSTODIAL SERVICES**

The following standards apply to paragraph 5.1 of the Performance Work Statement (PWS).

**1.0 FLOOR CLEANING**

- 1.1 **General:** Clean floors so that no dirt or dust remains on floors, floor mats or runners, in corners, behind doors or under furniture and equipment. Cleaning is done in such a manner that no dust is raised. Furniture and equipment is moved as necessary during the cleaning process and is replaced at the completion of cleaning. Chairs are not placed on tables at any time. All cleaning debris is removed to receptacles provided for this purpose.
- 1.2 **Spot Floor Cleaning:** Spot cleaning is accomplished by hand removing, sweeping, damp mopping, or vacuuming small areas as necessary to remove food or beverage spills and debris such as straws, and napkins from dining hall floors. It includes removing water, sand, dirt, or stains caused by open doors or heavy traffic. On carpeted floors, spillages are immediately cleaned with cold water to prevent stains from setting into the carpet. In dining areas during meal serving periods, use of manual sweepers is required.
- 2.0 **Sweeping:** Sweeping in other than food handling areas may be accomplished using brushes, brooms, treated dust mops, or electrically powered vacuum cleaners. Sweeping compound may be used sparingly. Dry sweeping in food handling areas is prohibited. In these areas, sweeping is done using a damp floor broom or brush covered with an impregnated dusting cloth. Sweeping includes the prior removal of dried matter using a putty knife or other appropriate scraper. A properly swept floor is free of litter, dust and debris.
- 3.0 **Vacuuming:** Vacuuming of carpets is done using a mechanical beater or powered brush-type carpet vacuum machine. Vacuuming includes removing gum and spots. After vacuuming, the carpeted area is free of all lint and soils.
- 4.0 **Damp Mopping:** Damp mopping is performed to disinfect the floor in areas where wet mopping is not desirable (e.g. in dining areas other than carpeted floors). Damp mop after sweeping, damp mopping is accomplished using cotton yarn or sponge mops, which have been frequently immersed in an approved disinfectant solution and wrung out until damp. A properly damp-mopped floor is free of dirt, dust, food residue, marks, film, streaks, debris, and standing water.
- 5.0 **Wet Mopping:** Wet mopping follows sweeping and is the cleaning of other than carpeted or wood floors using cotton yarn or sponge mops. Mops are frequently immersed in warm water and an approved disinfectant solution to remove soil. Floors are then rinsed by damp mopping to remove wet mopping residue, standing water, and dingy, streaked or cloudy areas. Care is given to avoiding splash on equipment, furniture, walls, trim, doors, and adjacent carpets. A properly wet mopped floor is free of dirt, dust, food residue, film, marks, streaks, debris, and standing water.
- 6.0 **Washing:** Washing is substituted for, or added, following wet mopping on concrete floors (usually on rear platforms, outside storage areas, and around entrances and exits). A water hose with sufficient pressure is used to remove all residues of mopping or soaking. A properly washed concrete surface is free of dirt, dust, food residue, debris, stains, other than petroleum stains, and residue of mopping or soaking solutions.
- 7.0 **Floor Maintenance:** The floor maintenance includes dry buffing, spray buffing, and applying floor finishes. All floors except concrete or carpeted, receive floor maintenance. After receiving floor maintenance the entire floor is given a uniform coating of nonskid floor finishes (except ceramic or terrazzo floors that do not need the floor finish). The finished floor is free of dust, dirt, and other debris, and has a uniform glossy appearance free of scuffmarks and other stains and discoloration. All floor maintenance solutions are removed from baseboards, furniture, trash receptacles, etc. Items

that have been moved are returned to their proper positions when all operations have been completed. Wood floors are stripped using an agent specifically designed for wood floors. The maintenance techniques used on each floor depend upon the materials and equipment selected by the Contractor. The Contractor need not apply the techniques to the entire floor, unless necessary, but only to the portion of the floor needing work to bring the entire floor up to the standard set forth in the PWS.

8.0 **Trash removal and cleaning:** Waste receptacles are emptied and cleaned. This task includes removing debris from interior planters and flower boxes. Waste receptacles are clean when free of dust, dirt and other matter.

9.0 **Spot Cleaning:** Spot cleaning is the extra cleaning within any of the cleaning categories using the appropriate method. Spot cleaning is performed on an "as required" basis whenever needed because of unusual or inadvertent events such as spills, animal entry, blowing sand or dust, pipe bursts or clogging, breakage's, equipment repairs, or unusual traffic. Proper spot cleaning causes the area cleaned to meet the same standards required during scheduled service.

#### 10.0 DUSTING

10.1 **General:** Dusting on other than floors is accomplished using treated hand dusters or treated damp cloths. In food handling areas, damp wiping is substituted for the dusting if it is not practical to store all food and to cover food handling equipment and utensils. A properly dusted surface is free of all dirt, dust, lint, streaks, cobwebs and soil spots.

10.2 **Low Dusting:** Low dusting is the removal of dirt, dust and other matter from walls, structural components, fixtures and decorations up to a height of 7 feet above the floor.

10.3 **High Dusting:** High dusting is the removal of dirt, dust, and other matter from ceilings, walls, structural components, equipment and fixtures above 7 feet in height. Venetian blinds, where installed, are included in this task.

#### 11.0 DAMP WIPING

11.1 **Non Food Contact Surfaces:** Furniture, decorations, and non-food contact surfaces of equipment are damp wiped using a clean cloth dipped into disinfectant solution or dampened with solution from a spray bottle. A properly damp wiped surface is free of dirt, dust, grease, or other matter and of streaks, spots or water residue.

11.2 **Food Contact Surfaces:** These surfaces are cleaned and sanitized to be free of food particles, other soil, grease, and cleaning residue after each meal, or whenever there is an interruption in use of the surface.

11.3 **Lavatories:** Toilets, urinals, wash basins, slop sinks and partitions are cleaned with a germicidal detergent solution and scrubbed with brushes used only for this purpose. Toilets and urinals also require descaling. A proper cleaning removes all deposits, stains and foreign matter, including those under fixture edges, lips and on all exposed surfaces.

12.0 **Metal and Wood Polishing:** Polishing follows damp wiping and is accomplished with a soft cloth using nonabrasive polish. Metal equipment and fixtures, wood fixtures, and metal or wood decorations are polished. Food contact surfaces are wiped clean without the use of polish. A properly polished surface is free of streaks, tarnish and polish residue and presents a uniformly bright appearance.

13.0 **Wall and Door Cleaning:** Wall and door maintenance includes cleaning walls, wainscots, doors, posts, partitions, baseboards, trim, jams and wall-mounted fixtures. These items are cleaned using a damp sponge or cloth soaked in disinfectant detergent solution. Particular care is given to removing hand smudges, grease, and splashes on baseboards, doors, and trim. Walls in high moisture areas such as dish washing rooms and lavatories are scrubbed as necessary to remove mold. Chlorine based compounds are used on all ceramic or vitreous surfaces. Properly cleaned hard gloss wainscots or glazed tile surfaces are bright and free of dirt, mold, stains, streaks, lint and splash.

- 14.0 **Glass Cleaning:** Glass cleaning is the cleaning of all glass surfaces other than exterior windows, glass light fixture covers, and glasses used for beverages. It is accomplished using a damp cloth dipped in a free rinsing detergent followed by polishing with a dry cloth or paper towels. Adjacent trim is wiped clean using damp mopping procedures. A properly cleaned glass surface is without dirt, dust, grease, spots, streaks, residue, and other matter.
- 15.0 **Window Cleaning (Exterior):** Window cleaning of those windows, which are an integral part of the outer surfaces of the building. After windows have been cleaned, all traces of film, dirt, smudges, water spots, and other foreign matter are removed from frames, casings, sills and glass. screens are cleaned so that they are free of dirt, dust and foreign matter.
- 16.0 **Light Fixture Cleaning:** Light fixture cleaning includes removing covers and damp wiping on the outside of the fixtures and covers. Florescent fixtures, including tubes and diffusers, are lightly dusted and wiped to remove dust stains. A properly cleaned light fixture is free of bugs, dirt, dust, grease, and of stains, spots, streaks, residue and other matter.
- 17.0 **Ducts, Louvers and Vent Cleaning:** Vacuuming ducts, louvers and vents, removes all visible dirt and other foreign matter. When damp wiping surfaces, it removes spots and streaks. Cleaning the interior of ducts or conduits is not included.
- 18.0 **Shampooing:** Carpet shampooing is the process of applying a synthetic soil retardant shampooing agent or sanitizing solution to the carpet fiber. The purpose is to engulf the fiber. A properly shampooed floor is one, which has been uniformly treated as specified for the shampooing agent used.

**TECHNICAL EXHIBIT 6B****QUALITY STANDARDS FOR EQUIPMENT CLEANING**

All pieces of equipment shall be free of dust, grease, food particles, and fingerprints on all surfaces, inside and outside. Seams and crevices shall be free of dirt. The following specific items should be checked:

<b>EQUIPMENT</b>	<b>INSPECTION ITEM</b>
Condiment Containers	Filled properly, no dirt in grooves, neck of container, exterior not sticky
Milk Dispensers	Interior, door gasket, pinch valve assembly, drains clean
Tables and Chairs	Seats, rungs, and legs
Salad Bar	Drains, interior, refrigeration unit, tray rails
Toasters	No dirt underneath or in seams, no crumbs on flash plates
Hot food tables and lids	Interior, drains and corners, exterior cleans and polished
Shelving and Supports	Clean inside and out
Serving counters	Cracks clean, exterior, interior and underside, refuse or extraneous gear or materials removed
Coffee Urns	Tubes, valves, and leacher assembly, bags washed and stored in cold water, filters removed and checked
Tray Rails	Top, sides, and bottoms
Walls and Baseboards	Unbroken, impervious to water, no cobwebs, no flyspecks, no grease, streaks, or mop marks
Doors and Door Facings	Not dirty, no finger marks, tops clean
Floors and Corners	No dust in corners, behind or underneath equipment. Not slippery, wet or greasy, no wax buildup
Deck Drains	Clean and unclogged
Radiators	Clean top, behind and inside
Mess Gear Dispensers	Interior, elevators, bumpers
Dishwashing Machine	No rust, no scaling, no food (dismantled) in cracks and corners, manifolds, and spray arms, exterior including top of machine
Spray Jets	No holes clogged
Wash Rinse Tank	Drain clear, no rust, no scaling
Strainer Screens	Remove and clean

Hood Exhaust and Screens	Screen cleaned inside and out with no holes clogged
Oven and Ranges	Clean interior and exterior parts, e.g., door gaskets, handles, and glass panes
Steam Kettles and Pressure Cookers	Clear after each use and all equipment shall be free of dirt, grease, food residue and foreign matter
Vegetable Peeling Machines	Clean and sanitize immediately after each use
Deep Fat Fryer	Drain and clean deep fat fryer after each use. (See paragraph 5.1.12 for details)
Splash Curtains	Clean and in good condition
Sinks	Clean inside and out, drains clear and unclogged
Counters and Drain boards	Clean inside and out
Tray Conveyors in Sculleries	Clean under belt and behind equipment. No food in cracks or corners.
Roll-through Refrigerators	Clean top, shelving, floors, and walls
Roll-through Warmers	Top and bottom, shelves and supports
Work Tables	Tops, shelves, legs and undersides clean
Storage and Refrigerator	Clean and dry all food shelving containers covered, floors cleaned
Receptacles	Empty and re-install plastic trash liners
Garbage Cans and Lids	Clean inside and out, Lids and grooves, re-install plastic trash liners
Hose	Not greasy
Mop and Mop Racks	Mops washed and properly hung for drying

#### **DRESSING ROOMS AND LAVATORIES**

Wash Bowls	Clean inside and out, and faucets
Urinals	Clean inside and out, handle clean
Toilet Stools and Seats	Clean inside and out, under seat clean, clean in rear
Lockers and Shelving	Inside, top, bottom, and sides
Soap Dispensers and Trays	Clean, in working order, filled
Towel/Toilet Paper Dispensers	Filled
Sanitary Napkin Dispensers	Empty, cleaned, re-install plastic trash liner

**TECHNICAL EXHIBIT 6C****QUALITY STANDARDS FOR PREPARATION AND SERVING OF FOOD**

The following standards apply to Cooking and Food Handling Services, paragraph 6.3 of the Performance Work Statement (PWS).

**1.0. FOLLOWING PORTION CONTROL STANDARDS**

- 2.0. **MAINTAINING SERVING LINE RATE**. Maintain serving line rate of eight (8) patrons per minute for lunch Monday through Friday and 6 patrons per minute at all other times. Exclude delays caused by lack of customers and/or lack of food preparation by Government personnel.
- 3.0. **FOOD HANDLING** Food materials must be delivered on time and in correct quantities. Food must be properly displayed on serving lines. Adequate number of employees at serving line are required. Handling of food must be minimized by use of suitable utensils. Spillage of food at serving line must be cleaned as rapidly as possible. Chipped or cracked cups, dishes, glasses must be disposed of after inventoried and upon approval. Care must be exercised in handling clean utensils and dishes.
- 4.0. **SERVICE STANDARDS**. Coffee and Tea is not prepared too far in advance. Equipment is properly utilized. Servers must be courteous.
- 5.0. **STORAGE STANDARDS**. Salad Bar items taken directly from refrigerated spaces. Easily contaminated food placed on Salad Bar in small quantities and replenished as needed. Refrigerated foods covered and stored in shallow pans. Ingredient containers kept covered. Containers of food stored off floor. Foods properly stacked and protected from damage. Only subsistence items stored in food storage spaces. Cold beverages pre-chilled in a sanitary manner.
- 6.0. **FOOD PREPARATION**. Food shall be prepared on surfaces that have been cleaned, rinsed, and sanitized to prevent cross contamination. Fixed surfaces are sanitized using a disposable cloth which has been rinsed in a sanitizing solution.
- 7.0. **PROGRESSIVE COOKING**. Food items shall be progressively prepared (small batch preparation) items to insure freshness and optimum flavor, color, texture, and nutritive value. Hot food items to be offered throughout the serving period shall not be prepared in large batches and held for the duration of the meal. Food items depleted on the serving shall be progressively replenished throughout the scheduled serving hours so that each diner is provided a fresh prepared product. Food shall be garnished before being placed on the serving lines.
- 8.0. **PROGRESSIVE REPLENISHMENT**. Monitor and progressively replenish menu items, condiments and tableware for the self-service areas throughout the scheduled meal period. Depleted menu item, to include beverages, shall be replenished within five (5) minutes of occurrence so not to restrict diner flow. Empty serving line food containers shall be removed to the kitchen and replace with filled containers of garnished foods. Replacement food shall not be added to a serving line food container while the food container is on the serving line. Spills and food debris shall be cleaned up within five (5) minutes of occurrence.

## **TECHNICAL EXHIBIT 6D**

### **QUALITY STANDARDS FOR WAREHOUSING SERVICES**

The following standards apply to records keeping and warehousing services.

- 1.0 Store food provisions in such a way as to prevent damage or deterioration.
- 2.0 All shipments (receipts) shall be stored in a manner to ensure that the oldest dates of pack are issued first (first-in, first-out rule).
- 3.0 Maintain storerooms, freezers and chill boxes in a clean and sanitary condition resulting in a satisfactory or better rating on inspections conducted by medical personnel.
- 4.0 Maintain 96% inventory validity of food provisions.
- 5.0 Maintain strict key accountability of provisions storerooms, freezers and chill boxes.



**TECHNICAL EXHIBIT 7A****PERFORMANCE REQUIREMENTS SUMMARY**

1. **Performance Requirement Summary (PRS) Explained:** The PRS chart of this technical exhibit (Technical Exhibit #7B) should provide the following information:
  - A) List those PWS requirements (column 1) which are paid for on the basis of a payment computation system specified in paragraph 4 of this technical exhibit. The absence from this PRS of any contract requirement, however, shall not detract from its enforceability or limit the rights or remedies of the Government under any other provision of the contract, including the clauses entitled "Inspection of Services" and "Default".
  - B) Define the PWS standard of performance for each listed service (column 2). The Contractor is responsible for performing a listed service in accordance with all the standards for that service set forth in the Performance Work Statement (PWS) even if one or more standards for a listed service are omitted from the PWS.
  - C) Set forth the maximum allowable deviation from perfect performance for each listed service, the Acceptable Quality Level (AQL), that may occur before the Government shall use a deduction formula to compute a payment of less than 100 percent of the maximum payment for the listed service (column 3).
  - D) Define the lot used as the basis for surveillance or for payment computation purpose (column 3). A lot size is the number of times that the service is to be performed during a specified time period (normally one month). It is usually expressed as the number of meal periods per month (30-day month) or the scheduled or expected occurrence of a service over a given period of time.
  - E) Set forth the primary surveillance methods the Government shall use to evaluate the Contractor performance in meeting the contract requirements (column 4).
  - F) Set forth the percentage of the contract price that each listed contract requirements represents (column 5).
2. **Government Quality Assurance:** Contractor performance shall be compared to the contract standards and AQLs using the Quality Assurance Surveillance (QASP) (Technical Exhibit 7B). The Government may use a variety of inspection methods to evaluate the Contractor performance. Only one method shall be used at a time to evaluate a listed service during an inspection for payment computation purposes. The methods of surveillance that are used in this contract are as follows:
  - A) Inspection of services to be performed shall be at all times and places subject to inspection by the Contracting Officer, QAE, COR or medical officer or their designated representatives. Inspections of services shall be conducted as often as determined necessary to assure sufficient evaluation of Contractor performance. Inspections may be scheduled (at least once a week) or unscheduled (impromptu evaluation of Contractor performance).
  - B) Periodic surveillance of output items (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of Contractor performance.
  - C) Customer complaints and comments. When there is a case of poor performance or non-performance, the QAE shall investigate the complaint (written or oral) and if found to be valid, it is documented.
3. **Criteria for Evaluating Unacceptable Performance:** The Contractor shall receive 100% of the contract's monthly rate unless the required services fall above Acceptable Quality Level (AQL) percentages in column three (3) of Exhibit #7B. The contract monthly rate shall be adjusted accordingly for each specified tasking (column 1) by the maximum amount specified in column 5 of the PRS. When the defects allowed by the AQL are exceeded, the COR shall complete the Contract Discrepancy Report (CDR) (Technical Exhibit 7D) and submit each report to the Contracting Officer. The Contracting Officer shall provide each CDR to the Contractor for comments. The Contractor shall explain, in writing, why performance was unacceptable, how performance shall be returned to acceptable levels, and how recurrence of the problem shall be prevented in the future. The Contracting Officer shall evaluate the Contractor explanation and determine if full payment, partial

payment, or the contract termination process is applicable.

4. **Determining the number of defects that shall cause reduced payments:** The number of defects that shall cause a deduction in the payment shall be determined as follows:
  - A) If the AQL is a constant number of defects (for example, 2 defects), the AQL plus one or more additional defects shall cause a deduction in the payment (for example, 3 defects).
  - B) If the AQL is a percentage value, it is multiplied by the lot size to determine the number of defects that shall allow maximum payment. If the resulting value has a decimal, it shall be rounded to the next higher whole number if the decimal is .5 or greater and to the lower whole number if the decimal is less than .5. One or more additional defects shall cause a deduction in the payment.
5. **Acceptance of Re-Performance or Late Performance**
  - A) The Contractor quality control is expected to ensure performance to standards. Except as otherwise provided by this section, the services required by this contract are of such a nature that defective or incomplete performance disclosed by Government inspection is not subject to correction by re-performance or late performance. The Contractor shall not be entitled to re-perform, perform late, or otherwise correct defective services for the purpose of improving an existing inspection rating or avoiding a deduction in the full contract price.
  - B) At the sole determination of the Contracting Officer and upon notification to the Contractor, the Contractor may be required to re-perform or perform late any or all-defective work disclosed by Government inspection including defective and incomplete performance. Where the Contracting Officer so determines, the Contractor shall be notified promptly after inspection that specified defective services shall be re-performed or performed late, and completed within a reasonable time specified by the Government. In such cases, the Government shall re-inspect work designated for re-performance or late performance and damages shall be assessed against the Contractor.
  - C) When the Government requires re-performance or later performance disclosed by inspection, the original inspection results shall not be modified upon re-inspection but shall reflect results of re-inspection.
6. **Contractor Payment**
  - A) Monthly payments to the Contractor shall be reduced for unacceptable performance using the methods described below. Each month, Contractor performance shall be compared to contract standards and acceptable quality levels using the QAE surveillance plan. If performance in any specific service is unacceptable, and the unacceptable performance is clearly the fault of the Contractor, an amount of money up to the percentage costs of the service as stated in column 5 of the PRS shall be deducted. This column lists the maximum percentage of the monthly payment that can be deducted for failure to perform the required service.
  - B) If performance of a service exceeds the AQL, the Government shall not pay the full percentage in column 5 for that service.
  - C) The payment for listed services exceeding the AQL shall be calculated as follows:
  - D) When surveillance by scheduled or unscheduled inspections or customer complaint, the maximum payment percentage for the service on column 5 of the PRS is multiplied by the percentage of the lot found unacceptable. The resulting percentage is the percent of the monthly contract price that shall be deducted for the listed service. The total number of defects found, not just the defects in excess of the reject level are used to determine the percentage of the lot found unacceptable.
  - E) For those services that are performed less frequently than monthly, surveillance and computation of the Contractor payment shall be made during or immediately following the month when that service is performed. The payment computation shall be determined for the entire period since the last surveillance and shall be based upon the total maximum payment available for the entire period since the last surveillance. Should computation of the Contractor payment result in an amount less than has already been paid for the preceding month(s) of the period since the last surveillance, the Government shall deduct the

overpayment from the current month's invoice.

**7. Examples of Payment Computations**

- A) For service surveillance by scheduled or unscheduled inspection, the deduction percentages in column 5 shall be applied by facility against the facility monthly cost. For example:
1. Total monthly cost of Dining Facility service is \$1.
  2. Salad Bar area sanitation is unacceptable (AQL of 5.0 percent exceeded. Service is unacceptable with 5 or more defects.)
  3. Lot size is 90 meal periods per month.
  4. Number of defects in sample is 9 or 10 percent (9 divided by 90).
  5. Payment percentage from column 5 is 3 percent.
  6. Cost of service is \$100,000.00 multiplied by 3 percent (item 4).
  7. Deduction is \$3,000.00 multiplied by 10 percent or \$300.00.
- B) For those services that are surveyed on a less than monthly basis, any deduction for unsatisfactory performance shall be taken from the month's invoice when that service was scheduled to be completed. Since a monthly percentage of the service price is included in each month's invoice payment, the service price shall be accumulated to reflect the actual number of months that the surveillance (i.e. for a quarterly check multiply the monthly percentage in column 5 by 3 to determine the quarterly value. This is the amount to be used for deduct computation.) It is possible for the deduction to be larger than the one-month price for the service. Because surveillance is not completed in the early months, the Contractor is paid during those months as if the service shall prove satisfactory for all months. The final adjustment is done during the month surveillance is complete.

**TECHNICAL EXHIBIT 7B**  
**QUALITY ASSURANCE SURVEILLANCE (QASP)**

Required Service	Performance Requirements Summary Standards	Note 1	Method of Surveillance	Note 2
Clean salad/fruit/dessert bars	Wipe clean throughout meal, clean storage unit and salad bars	5%	Random Inspection	3%
Dining room policing and bussing	Tables and chairs cleaned, table cloths changed, condiment containers cleaned and replaced. Decks, carpets and walls clean.	5%	Random Inspection	6%
Cleaning of Serving Lines 1	Wipe clean throughout meal, clean soft serve machine, drain and clean Gaylord ventilators, shelving, worktables, clean wainscoting weekly, mop decks, remove hot foods	5%	Random Inspection	2%
Clean Beverage Lines	Wipe clean throughout meal, wash milk dispensers, defrost as required, wash bar clean coffee pot, beverage machines, microwaves	5%	Random Inspection	2%
Clean kitchen area	Clean all specialized kitchen equipment, ventilation systems, reefers, and associated items	5%	Random Inspection	10%
Scullery operation and cleaning	Clean and sanitize dishware, operate scullery inventory weekly, secure machine, clean space, descale weekly	5%	Random Inspection	13%
Pots and Pans Cleaning	Clean and sanitize mess gear, return to point of use/storage, operate utensil washing machine and descale weekly, operate 3 compartment sink IAW NAVMED P-5010	5%	Random Inspection	6%
Passageways and heads	Clean heads and passageways/entryway. Police heads at the end of day and after meals on weekends	5%	Random Inspection	4%
Pastry/dessert wrapping	Portion individual fruits, desserts, and prepared salads.	5%	Random Inspection	3%
Serving of food	Wipe clean throughout meal, replenish serving lines, and serve	5%	Random Inspection	7%
Beverage, silverware re-supply	Replenish beverages and dinnerware as required	5%	Random Inspection	4%
Salad Bar	Set up replenish and clean throughout meal. Clean and secure at end of meal	5%	Random Inspection	6%
Food Preparation	Receipt, cooking, control, and proper handling of all food items.	5%	Random Inspection	15%
Vegetable preparation room	Prepare salads and fruits and vegetables. Count leftovers, clean space and equipment	5%	Random Inspection	9%
Management and miscellaneous	Provide supervision throughout day training, periodic cleaning of tables, chairs, door sills jams blinds and windows. Administrative reports must be completed in a timely manner IAW the NAVSUP-486.	5%	Random Inspection	10%

Note 1: Maximum allowable degree of deviation from the requirement, Acceptable Quality Level (AQL)

Note 2: Maximum deduction for contract price for exceeding the requirement, (AQL)

Note 3: All required services listed in the QASP must be performed IAW the NAVSUP-486 and the Tri-Service Food Code, P5010-1.

**TECHNICAL EXHIBIT 7C**  
**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

ITEM	REF. IN PWS	ACC/UNACC
1. Personal Hygiene		
2. Serving Line(s)		
3. Dining Area(s)		
4. Pot Pan Room		
5. Scullery Room(s)		
6. Lavatories		
7. Offices and Passageways		
8. Vegetable Preparation Room (including reefer chilled box)		
9. Loading Dock & Garbage Area		
10. Meat Preparation Room/Cook chilled/Baked chilled		
11. Galley Equipment		
12. Galley Area		
13. Beverage/Janitorial rooms		
14. Food Preparation		
15. Cash Collection		

Remarks:

PROJECT MANAGER	DATE
COR	DATE

# **TECHNICAL EXHIBIT 7D** **CONTRACT DISCREPANCY REPORT**

1. Contract Number					
2. Contracting Officer					
3. From: (Contracting Officer Representative, COR)					
DATES					
4. Prepared Oral Notification		5. Returned by Contractor		6. Action Completed	
7. Discrepancy or Problem: (Describe in detail/include contract violation paragraph/attach continuation sheet if necessary)					
8. Signature of Contracting Officer					
9. To: Contracting Officer                      From: Contractor					
10. Contractor response as to cause, corrective action and actions to prevent reoccurrence. Attach continuation sheet if necessary.					
11. Signature of Contractor representative					
					Date:
12. Government Evaluation					
13. Government Actions:					
CLOSE OUT					
Printed Name/Title			Signature		Date
Contractor Notified					
COR Signature					

## **INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government

## **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	POP 01-OCT-2015 TO 30-SEP-2016	N/A	NAVAL SUPPORT ACTIVITY PANAMA CITY RAY WALSH FOOD SERVICE MANAGER 6703 W HIGHWAY 98 PANAMA CITY BEACH FL 32407-7030 850-235-5023 FOB: Destination	N61008
1001	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61008
2001	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61008
3001	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61008

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.209-5	Certification Regarding Responsibility Matters	APR 2010
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.222-25	Affirmative Action Compliance	APR 1984
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013

52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7007	Alternate A, Annual Representations and Certifications	JAN 2015
252.204-7011	Alternative Line Item Structure	SEP 2011
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (APR 2014)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;



- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
  - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
  - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**Questions:** Requests for questions shall be submitted in writing no later **than 19 June 2015 by 2:00 p.m. Eastern Standard Time** to ensure the Government has adequate time to respond. All requests for clarification shall be

submitted via email to [maya.maxies-clemons@navy.mil](mailto:maya.maxies-clemons@navy.mil), **NO PHONE CALLS WILL BE ACCEPTED**. It is the Government's intention that questions and responses will be distributed electronically to all Contractors via amendment(s) to the RFQ. The amendments or other documentation related to this solicitation will be issued by email.

**Submission of Proposals:** Proposals must be returned to the address listed below no later than the date and time specified on page 1, block 9 of the solicitation. (Faxed or emailed proposals will not be accepted.) Submissions of "Late" proposals will not be accepted. The Government reserves the right to make award solely on initial proposals received. Offerors bear the burden of ensuring all portions of the offer (and any authorized amendments) reach the designated office before the specified due date in the solicitation.

Proposals shall be delivered to:

Fleet Logistics Center Jacksonville, FL  
Attn: Maya Maxies-Clemons/Mattie Washington; Solicitation No: **N68836-15-T-0151**  
110 Yorktown Ave; 3rd Floor Contracting; Code 230  
Naval Air Station Jacksonville, FL 32212-0097

**Contract Authority:** The Government will solicit and award this contract using FAR Part 12, Acquisition of Commercial Items.

**Period of Acceptance for Offers:** Offerors agree to hold their prices firm for a period of 90 calendar days from date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation. Award is anticipated on or around **31 August 2015**. The Government may withhold award for up to 90 calendar days after receipt of the offeror priced proposal.

**Format of Proposals:** Offerors shall submit proposals containing all of the information below and shall format proposals in separately bound volumes as follows:

**VOLUME I: NON-PRICE EVALUATION FACTOR - TECHNICAL ACCEPTABILITY**  
(Submit one original and three copies)

**TAB 1 – Technical Acceptability** - Shall be written and consist of 50 pages maximum exclusive of section dividers, Table of Content, Lists of Figures, and Glossary of Terms. The evaluators will read only up to the maximum number of pages specified. Submissions shall be limited to the number of pages specified total, inclusive of any drawings, charts, etc. Type shall be no smaller than font size 12 and shall be single spaced. Page size shall not exceed 8 ½" x 11". Original and 3 copies to include all data and information required for evaluation shall be submitted. Volume I shall exclude any reference to the pricing aspects of the offer.

Subfactor 1: Technical Capability and Approach

Subfactor 2: Staffing Plan with Key Personnel

Subfactor 3: Management/Quality Control Plan

**Note:** Manning charts, graphs, and tables will count towards the maximum page limitations. Please include matrix, manpower chart.

**Note:** The offeror shall provide identities, resumes and certification of key personnel. Personnel resumes, may be single spaced, typewritten (one side only), in a type size no smaller than font size 12 proportional on paper not larger than 8 ½" x 11" and no more than five (5) pages. Resumes will be considered an attachment to the Staffing Plan w/ Key Personnel. The information as follows shall be included in the resume.

1. Name and Educational Background
2. Employment History providing the name of each employer, the period of employment and title.

3. Experience History of applicable experience only. Include name of company, number years of experience, description of duties, level of responsibility, and title.
4. Experience history or such other experience as the company may wish to present to show the potential of the candidate. The same information as for applicable experience shall be indicated.
5. Each resume must indicate whether it is for a current employee of your firm or a proposed new hire.
6. If key personnel are not currently employed by the offeror, letters of intent to be employed for each key Personnel shall be included.

**TAB 2 – Past Performance** – Shall be written and consist of 20 pages maximum. The offeror and any proposed subcontractor shall provide a list of contracts and/or subcontracts completed during the past three (3) years in which work was similar in size and scope to the proposed effort. Contracts list may include those entered into by Federal Government, agencies of state and local governments, and commercial customers. These contracts should be similar in nature to the work required by the scope of the work. Past performance information may also be obtained from evaluations prepared in accordance with FAR 42.15.

**Note:** Past Performance Evaluations Surveys will be considered an attachment and not included in the page count for past performance.

**VOLUME II: STANDARD FORM OF CONTRACT & PRICE PROPOSAL**  
**(Submit one original and three copies)**

**TAB 1- Standard Form SF 1449.** “Solicitation/Contract/Order for Commercial Items” blocks 17a, 30a, 30b and 30c page 1 of SF 1449 shall be completed by Offerors and blocks 30a, 30b and 30c shall be signed to show the offeror has read and agrees to comply with all terms, conditions, and instructions provided in the solicitation document.

**TAB 2- Price Proposal** RFP Section “Supplies/Services” Pricing shall include all labor, material, and consumables required to perform the work listed in the performance work statement. Offeror shall fill in the bid schedule to include unit price and extended total.

**TAB 3 - Offeror(s) Point of Contact & Representation and Certification information.** Provide the name, title, email address, and telephone number of the individual(s) responsible for inquiries to the proposal. For Representation and Certifications, Offerors shall either complete FAR 52.212-3 & FAR 52.219-1 contained in the solicitation OR provide a statement that certification in ORCA is current, complete, and accurate as of the date of the offeror’s signature, or list any changes.

**TAB 4- Amendments.** Acknowledgement of amendments issued to the solicitation shall be signed, dated and included in Volume II.

**TAB 5- Matrix/Manpower Chart.** The offerors shall provide one complete copy of the Matrix/Manpower Chart identifying the labor categories, the number of personnel assigned to each category, proposed hours and site without pricing in Volume I and one copy of the Matrix/Manpower Chart inclusive of pricing in Volume II.

**RFP Submittals**

<b>Volume</b>	<b>Content</b>	<b>Page Limitation</b>	<b>Number of Copies</b>
Volume I (Tab 1)	Technical Capability Matrix, Manpower Chart (Pricing excluded)	50 pgs max	Original + 3
Volume I (Tab 2)	Past Performance	20 pgs max	Original + 3
Volume II (Tab 1 to 5)	Price Proposal, RFP, Amendments, Matrix, Manpower Chart (Pricing included)	N/A	Original + 1

**MATRIX/MANPOWER CHART (EXAMPLE)**

<b>Clin #</b>	<b>Contractor</b>	<b>Labor Category (proposed)</b>	<b>Labor Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
0001 (Base Year)	ABC Incorporated (Prime)	Programmer, Computer	XX	\$ XX.XX	

**NOTE:** The priced Matrix/Manpower chart shall consist of the proposed labor category, proposed labor hours, unit price and extended total.

**NOTE:** Failure to furnish a complete technical proposal as outlined above will render the offer unacceptable.

**INSTRUCTIONS FOR WRITTEN PROPOSALS**

Text shall be single spaced, on 8-1/2" x 11" paper, with a minimum one-inch margin left and right. Pages shall be numbered consecutively. A page printed on both sides shall be counted as two pages. Submission as double-sided printing/copying on recycled paper is encouraged. Print shall be at a minimum 12 pitch font size characters per inch spacing. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis.

Each tab shall be separate and shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with minimum cross-referencing to other tabs/volumes of the proposal.

The bottom (footer) of each page in Volume I, and Volume II shall be affixed with the following legend:

**"Source Selection Information"**  
See FAR 2.101 and 3.104

(End of provision)

**52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)**

(a) The Government intends to award a firm fixed price contract resulting from this solicitation to the responsible Offeror whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Award will be made to the Offeror that is determined to be lowest price technically acceptable (LPTA).

**Note:** "Pursuant to 20 USC 107 and 34 CFR 395.33, a Randolph-Sheppard Act (RSA) State Licensing Agency (SLA) that submits an offer will be granted a priority in the source selection. If an SLA submits an offer that is in the competitive range, the contracting officer may initiate discussions solely with the SLA for the purpose of facilitating an award to the SLA without further consideration of the other offerors. An SLA is eligible for award without regard to small business size status."

**(b) Evaluation of Technical Acceptability.** The Government will evaluate Technical Quotes on the basis of the following sub-factors: Technical Capability and Approach, Staffing Plan and Management/Quality Control Plan. For evaluation purposes, an "Acceptable" or "Unacceptable" rating will be assigned to each sub-factor as described in the table below.

**For a technical quote to be "Technically Acceptable," all sub-factors shall be rated "Acceptable." A rating of "Unacceptable" for any sub-factor will render the Offeror's quote "Technically Unacceptable". A rating of "Unacceptable" for any sub-factor will render the Offeror ineligible for contract award.**

<b>Technical Acceptability Evaluation Ratings</b>
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Rating	Description
Acceptable	Technical Quote clearly meets the minimum requirements of the solicitation.
Unacceptable	Technical Quote does not clearly meet the minimum requirements of the solicitation.

### **Factor 1 – Technical Acceptability:**

#### Sub-factor 1: Technical Capability and Approach

The Contractor shall describe their technical capabilities and approach in meeting the requirements set forth in the Performance Work Statement (PWS). The Offeror must provide a comprehensive and detailed approach to perform, manage and administer performance on the contract. The Contractor's technical capabilities and approach must indicate their ability to meet or exceed all the specifications listed in the PWS. The Contractor shall describe the qualifications and expertise of their firm with regard to the types of services required in the PWS.

Further, technical capability and approach will be determined solely on the content and merit of the information submitted in response to the solicitation. Therefore, it is incumbent on the interested party to provide sufficient technical documentation in order for the Government to make an adequate assessment of the Contractor's technical capabilities and approach.

#### Sub-factor 2: Staffing Plan and Key Personnel

The Contractor shall furnish managerial, administrative and direct labor personnel necessary for accomplishing all work required by the Performance Work Statement (PWS). The quote must provide a comprehensive and detailed approach to staffing to demonstrate the capability of having qualified staff in place at the time of contract award. Technical quotes shall identify the labor mix that will be used to perform the work required by the PWS. Proposed labor categories will be evaluated to ensure that there is a clear understanding of the requirements and that the labor category is qualified to perform the requirements. The Contractor shall provide information that leaves little doubt to the Government that the Contractor has the expertise and key personnel to provide uninterrupted service during the period of performance of this contract.

The Offeror shall provide resumes for all required key personnel that adequately describe the qualifications and expertise of proposed key personnel with regards to the requirements listed in the PWS. The resumes shall demonstrate that the proposed candidates meet or exceed the required educational and/or experience levels identified in the PWS. Resumes are limited to five (5) pages per proposed employee. Resumes for key personnel will not count against page count for Technical Proposal. Offerors shall submit resumes for employees proposed and the resumes shall demonstrate that the proposed candidate/s meets or exceeds the required educational and experience levels identified in the PWS. The Project Manager, Assistant Project Manager, Cash Collection Agent, Bulk Storeroom Custodian and Records Keeper are considered key personnel.

#### Sub-factor 3: Management/Quality Control Plan

The Contractor shall ensure quality service is maintained to perform services that meet the contract requirements throughout the life of the contract. Contractors shall therefore prepare a Management/Quality Control Plan. The plan shall, at a minimum, discuss the Contractor's overall approach and procedures for evaluating each major service area contained in the PWS, communicating with the Government, resolving deficiencies, and identifying potential improvements. The Management/Quality Control Plan shall address the Offeror's proposed organizational structure and management of the contract in order to ensure successful performance of the contract. This includes lines of responsibility, authority (supervisory chain), and communication through which the work will be performed. The Offeror must also address what role, if any, any proposed subcontractors will play, their relationship with the prime contractor, and how their work will be managed. The plan shall also discuss internal review processes to include at a minimum: who will perform reviews and how reviews and/or inspections will be conducted (e.g. random, customer complaint, etc.).

### **Factor 2 - Past Performance:**

Offerors can provide information (Name of company, contract number, contract type, contract amount, contract period of performance and description of service) on up to three (3) previous Government contracts whose effort was

relevant to the effort required by this solicitation; the contracts provided shall have been performed within the last three (3) years from the closing date of this solicitation. If the Offeror has not had three (3) Government contracts within the last three (3) years, information on relevant subcontracts and/or commercial contracts may be submitted instead (the information must be clear whether the work by the Offeror was done as a prime contractor or a subcontractor). Offerors who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the solicitation. For each of the three (3) contracts provided as a reference, the Offeror shall provide all of the information specified in this solicitation.

Offerors can provide up to three (3) Past Performance Surveys (see attached Past Performance Survey) involving work similar in nature to that required by this solicitation either currently being performed and/or having been completed within the past three (3) years from the closing date of this solicitation are submitted by individuals completing the questionnaire prior to the solicitation close date to the contract specialist. If no Federal Government contract past performance is available, state or local Government contracts or commercial contract information may be supplied. Offerors can provide other information that may be relevant in determining past performance history for the same or similar work.

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. This past performance information will be used for the evaluation of past performance. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The burden of providing thorough and complete past performance information remains with the Offeror. Past Performance will be verified in the Past Performance Information Retrieval System (PPIRS) by the Contracting Officer.

Past Performance Evaluation Ratings	
Rating	Description
Acceptable	Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown. (See note below.)
Unacceptable	Based on the Offeror's performance record, the Government has no reasonable expectation that the Offeror will be able to successfully perform the required effort.

**Note:** In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorable or unfavorable on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

### Factor 3: Price Quote

(a) Pricing shall be firm-fixed price and include all labor, equipment, materials and consumables required to perform the work listed in the performance work statement. Offerors shall return fully executed CLINs to include a unit price and total extended prices for all Contract Line Items listed in the solicitation and a Total Amount showing the cumulative sum of all line items.

The price quote shall be submitted as a separate file. Contractor's price quote shall include the completed Labor Category Table provided in FAR 52.212-1, Instructions to Offerors. (Failure to provide the Labor Category Table may render the quote unacceptable). The Offerors compensation levels proposed (unburdened rates) should reflect a clear understanding of the work to be performed and should indicate the capability of the proposed compensation to obtain and keep suitably qualified personnel to meet mission objectives. Unburdened rates must also, at a minimum, reflect the applicable Department of Labor Area Wage Determination. It is the Contractor's sole responsibility to determine appropriate resources needed to accomplish work required by the performance work statement.



The Government will evaluate offers for award purposes by adding the Total Estimated Amount for each Contract Year (base and options) proposed, to arrive at the Total Estimated Contract Amount. The Government will evaluate offers for award purposes by adding the total price for all options, including the potential six months option period available under FAR 52.217-8, to the total price for the basic requirement. The pricing used for the option under FAR 52.217-8 will be based on one-half of the previous option year pricing.

(b) **Options.** Evaluation of options will not obligate the Government to exercise the option(s). The Government shall determine that a quote is unacceptable if the option prices are significantly unbalanced.

(c) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are clarifications or discussions after its receipt, unless a written notice of withdrawal is received before award.

(d) The Government reserves the right to award a contract on the basis of initial offers received without discussions. Therefore, each initial offer must contain the Offeror's best terms from the ability to meet the selection criteria and provide the best possible service and product to the Government.

NOTE: Offeror's proposed pricing will be evaluated based upon the priced CLINs as provided, as was described in the instructions to Offerors. Price will not be assigned an adjectival rating but will be evaluated for completeness and reasonableness.

1. Completeness: All price information/data required in the solicitation has been submitted. For all items in the schedule, the unit price will be multiplied by the quantity for each line item for the base and all option years. All CLINs as stated in the solicitation shall be priced. The Price Quote shall include the Offeror's proposed total amount showing the sum of all CLINs.

2. Reasonableness: Price is fully justified and supported and is considered fair under current market conditions, reasonable to the Offeror and reasonable to the Government. Reasonableness may also be determined by comparing the proposed pricing with Government estimates and/or other offers received. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance proposes an unacceptable risk to the Government.

**Note:** Failure to furnish a complete Request for Quote package may render your offer unacceptable.

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) Definitions. As used in this provision --

"Economically disadvantaged women-owned small business (EDWOSB) Concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_ .

[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( \_\_\_\_ ) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

—

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( \_\_\_\_ ) has, ( \_\_\_\_ ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( \_\_\_\_ ) has, ( \_\_\_\_ ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( \_\_\_\_ ) has developed and has on file, ( \_\_\_\_ ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( \_\_\_\_ ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have

been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:



Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled ``Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------

—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( \_\_\_ ) are, ( \_\_\_ ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) ( \_\_\_ ) Have, ( \_\_\_ ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ( \_\_\_ ) Are, ( \_\_\_ ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ( \_\_\_ ) Have, ( \_\_\_ ) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

[ ☐ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ☐ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ( ☐ ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ☐ ) Outside the United States.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ( ☐ ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ☐ ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

*[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

[ ☐ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ( ☐ ) does ( ☐ ) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ☐ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ( ☐ ) does ( ☐ ) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

( \_\_\_\_ ) TIN: -----.

( \_\_\_\_ ) TIN has been applied for.

( \_\_\_\_ ) TIN is not required because:

( \_\_\_\_ ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( \_\_\_\_ ) Offeror is an agency or instrumentality of a foreign government;

( \_\_\_\_ ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( \_\_\_\_ ) Sole proprietorship;

- ( ☐ ) Partnership;
- ( ☐ ) Corporate entity (not tax-exempt);
- ( ☐ ) Corporate entity (tax-exempt);
- ( ☐ ) Government entity (Federal, State, or local);
- ( ☐ ) Foreign government;
- ( ☐ ) International organization per 26 CFR 1.6049-4;
- ( ☐ ) Other -----.

(5) Common parent.

( ☐ ) Offeror is not owned or controlled by a common parent;

( ☐ ) Name and TIN of common parent:

Name -  .

TIN -  .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [ ☐ ] has or [ ☐ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates ``has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

\_\_\_\_\_

Immediate owner legal name:

\_\_\_\_\_

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity:

[ ☐ ] Yes or [ ☐ ] No.

(3) If the Offeror indicates ``yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

\_\_\_\_\_

Highest-level owner legal name:

\_\_\_\_\_

(Do not use a ``doing business as" name)

(End of provision)

#### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (DEC 2014)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or

reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, "Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and



(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the

SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_\_ (13) [Reserved]

X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_\_ (iv) Alternate III (OCT 2014) of 52.219-9.

\_\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

X (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

\_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

\_\_\_\_ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.

\_\_\_\_ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (39)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

\_\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).



X (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

\_\_\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

X (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(x) X (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to end of contract .

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

a) The Government may extend the term of this contract by written notice to the Contractor within 15 days prior to expiration of contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 54 months.

(End of clause)

#### 52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-O0017) (JUNE 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contractor Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from \_\_\_\_\_. (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

## 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

## 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

## 252.203-7998 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2015-O0010) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting

such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect. (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Attribution information means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance

with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Cyber incident means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

Exfiltration means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1--Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (<http://csrc.nist.gov/publications/PubsSPs.html>).)

<u>Access Control</u>	<u>Audit &amp; Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System &amp; Comm Protection</u>
AC-2 AC-3(4)	AU-2		MP-4 MP-6	SC-2

AC-4 AC-6 AC-7 AC-11(1) AC-17(2) AC-18(1) AC-19 AC-20(1) AC-20(2) AC-22	AU-3 AU-6(1) AU-7 AU-8 AU-9	IA-2 IA-4 IA-5(1)		SC-4 SC-7 SC-8(1) SC-13 SC-15 SC-28
	<u>Configuration Management</u> CM-2 CM-6 CM-7 CM-8	<u>Incident Response</u> IR-2 IR-4 IR-5 IR-6	<u>Physical and Environmental Protection</u> PE-2 PE-3 PE-5	
		<u>Maintenance</u> MA-4(6) MA-5 MA-6	<u>Program Management</u> PM-10	<u>System &amp; Information Integrity</u> SI-2 SI-3 SI-4
<u>Awareness &amp; Training</u> AT-2	<u>Contingency Planning</u> CP-9		<u>Risk Assessment</u> RA-5	

## Legend:

AC: Access Control  
 AT: Awareness and Training MP:  
 AU: Auditing and Accountability  
 CM: Configuration Management  
 CP: Contingency Planning  
 IA: Identification and Authentication  
 IR: Incident Response  
 MA: Maintenance  
 MP: Media Protection  
 PE: Physical & Environmental Protection  
 PM: Program Management  
 RA: Risk Assessment  
 SC: System & Communications Protection  
 SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.



(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) Reportable cyber incidents. Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the

damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2015  
APPROPRIATIONS (DEVIATION 2015-000005) (DEC 2014)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

- (1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
- (2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

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(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

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(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

## Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

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(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

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(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

#### **5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: TBD

Address:

Telephone:

Email:

(End of Clause)

#### **FREEDOM OF INFORMATION ACT (FOIA)**

NAVSUP FLCJ FOIA REPRESENTATIVE:

NAVSUP Fleet Logistics Center Jacksonville  
 Steven Palmer  
 110 Yorktown Ave; 3rd Floor  
 Naval Air Station  
 Jacksonville, FL 32212

Telephone: 904-542-3824  
 Email: steven.w.palmer@navy.mil

## UNIT PRICES

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the Freedom of Information Act.

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Past Performance Survey	3	
Attachment 2	Past Performance Information Form	2	
Attachment 3	Staffing Plan		
Attachment 5	35 Day Menu Example		

## SCA WAGE DETERMINATION

WD 05-3007 (Rev.-16) was first posted on [www.wdol.gov](http://www.wdol.gov) on 12/30/2014

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Diane C. Koplewski	Division of	Wage Determination No.: 2005-3007
Director	Wage Determinations	Revision No.: 16
		Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Florida

Area: Florida County of Bay

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
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01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.36
01012 - Accounting Clerk II	13.87
01013 - Accounting Clerk III	15.51
01020 - Administrative Assistant	17.10
01040 - Court Reporter	14.80
01051 - Data Entry Operator I	11.14
01052 - Data Entry Operator II	12.16
01060 - Dispatcher, Motor Vehicle	17.04
01070 - Document Preparation Clerk	11.36
01090 - Duplicating Machine Operator	11.36
01111 - General Clerk I	11.39
01112 - General Clerk II	12.43
01113 - General Clerk III	13.95
01120 - Housing Referral Assistant	15.91
01141 - Messenger Courier	12.98
01191 - Order Clerk I	12.52
01192 - Order Clerk II	13.66
01261 - Personnel Assistant (Employment) I	13.84
01262 - Personnel Assistant (Employment) II	15.48
01263 - Personnel Assistant (Employment) III	17.26
01270 - Production Control Clerk	17.28
01280 - Receptionist	10.88
01290 - Rental Clerk	11.72
01300 - Scheduler, Maintenance	12.75
01311 - Secretary I	12.75
01312 - Secretary II	14.26
01313 - Secretary III	15.91
01320 - Service Order Dispatcher	13.70
01410 - Supply Technician	17.67
01420 - Survey Worker	14.26
01531 - Travel Clerk I	10.48
01532 - Travel Clerk II	11.06
01533 - Travel Clerk III	11.64
01611 - Word Processor I	11.39
01612 - Word Processor II	12.75
01613 - Word Processor III	14.23
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.44
05010 - Automotive Electrician	17.51
05040 - Automotive Glass Installer	16.59
05070 - Automotive Worker	16.59
05110 - Mobile Equipment Servicer	14.75
05130 - Motor Equipment Metal Mechanic	18.44
05160 - Motor Equipment Metal Worker	16.59
05190 - Motor Vehicle Mechanic	18.44
05220 - Motor Vehicle Mechanic Helper	13.77
05250 - Motor Vehicle Upholstery Worker	15.70
05280 - Motor Vehicle Wrecker	16.59
05310 - Painter, Automotive	17.51
05340 - Radiator Repair Specialist	16.59
05370 - Tire Repairer	13.79
05400 - Transmission Repair Specialist	18.44
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.52
07041 - Cook I	11.11
07042 - Cook II	12.70
07070 - Dishwasher	7.80
07130 - Food Service Worker	8.68
07210 - Meat Cutter	13.92
07260 - Waiter/Waitress	9.65
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.94
09040 - Furniture Handler	12.50
09080 - Furniture Refinisher	16.94
09090 - Furniture Refinisher Helper	13.32
09110 - Furniture Repairer, Minor	15.19
09130 - Upholsterer	16.94
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.82
11060 - Elevator Operator	9.82
11090 - Gardener	15.08
11122 - Housekeeping Aide	9.87
11150 - Janitor	10.98

11210 - Laborer, Grounds Maintenance	11.78
11240 - Maid or Houseman	8.48
11260 - Pruner	10.73
11270 - Tractor Operator	13.90
11330 - Trail Maintenance Worker	11.78
11360 - Window Cleaner	12.00
12000 - Health Occupations	
12010 - Ambulance Driver	16.77
12011 - Breath Alcohol Technician	15.76
12012 - Certified Occupational Therapist Assistant	23.01
12015 - Certified Physical Therapist Assistant	21.12
12020 - Dental Assistant	14.17
12025 - Dental Hygienist	28.15
12030 - EKG Technician	22.09
12035 - Electroneurodiagnostic Technologist	22.09
12040 - Emergency Medical Technician	16.77
12071 - Licensed Practical Nurse I	14.99
12072 - Licensed Practical Nurse II	16.77
12073 - Licensed Practical Nurse III	18.70
12100 - Medical Assistant	11.83
12130 - Medical Laboratory Technician	14.99
12160 - Medical Record Clerk	13.71
12190 - Medical Record Technician	15.34
12195 - Medical Transcriptionist	13.21
12210 - Nuclear Medicine Technologist	39.84
12221 - Nursing Assistant I	9.37
12222 - Nursing Assistant II	10.53
12223 - Nursing Assistant III	11.49
12224 - Nursing Assistant IV	12.90
12235 - Optical Dispenser	18.13
12236 - Optical Technician	14.99
12250 - Pharmacy Technician	12.67
12280 - Phlebotomist	12.90
12305 - Radiologic Technologist	22.03
12311 - Registered Nurse I	20.96
12312 - Registered Nurse II	25.88
12313 - Registered Nurse II, Specialist	25.88
12314 - Registered Nurse III	31.05
12315 - Registered Nurse III, Anesthetist	31.05
12316 - Registered Nurse IV	37.52
12317 - Scheduler (Drug and Alcohol Testing)	20.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.83
13012 - Exhibits Specialist II	20.86
13013 - Exhibits Specialist III	25.51
13041 - Illustrator I	16.83
13042 - Illustrator II	20.86
13043 - Illustrator III	25.51
13047 - Librarian	23.09
13050 - Library Aide/Clerk	12.19
13054 - Library Information Technology Systems Administrator	20.86
13058 - Library Technician	16.63
13061 - Media Specialist I	15.05
13062 - Media Specialist II	16.83
13063 - Media Specialist III	18.77
13071 - Photographer I	15.05
13072 - Photographer II	16.83
13073 - Photographer III	20.86
13074 - Photographer IV	25.51
13075 - Photographer V	30.86
13110 - Video Teleconference Technician	15.05
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.27
14042 - Computer Operator II	15.77
14043 - Computer Operator III	17.93
14044 - Computer Operator IV	20.80
14045 - Computer Operator V	21.87
14071 - Computer Programmer I	(see 1) 24.10
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)



14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		13.27
14160 - Personal Computer Support Technician		20.80
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.21
15020 - Aircrew Training Devices Instructor (Rated)		32.92
15030 - Air Crew Training Devices Instructor (Pilot)		39.26
15050 - Computer Based Training Specialist / Instructor		27.21
15060 - Educational Technologist		22.55
15070 - Flight Instructor (Pilot)		39.26
15080 - Graphic Artist		18.83
15090 - Technical Instructor		17.40
15095 - Technical Instructor/Course Developer		21.29
15110 - Test Proctor		14.05
15120 - Tutor		14.05
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.92
16030 - Counter Attendant		8.92
16040 - Dry Cleaner		10.29
16070 - Finisher, Flatwork, Machine		8.92
16090 - Presser, Hand		8.92
16110 - Presser, Machine, Drycleaning		8.92
16130 - Presser, Machine, Shirts		8.92
16160 - Presser, Machine, Wearing Apparel, Laundry		8.92
16190 - Sewing Machine Operator		10.74
16220 - Tailor		11.20
16250 - Washer, Machine		9.36
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.94
19040 - Tool And Die Maker		21.04
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.12
21030 - Material Coordinator		17.91
21040 - Material Expediter		17.91
21050 - Material Handling Laborer		10.63
21071 - Order Filler		10.69
21080 - Production Line Worker (Food Processing)		14.12
21110 - Shipping Packer		13.09
21130 - Shipping/Receiving Clerk		13.09
21140 - Store Worker I		10.87
21150 - Stock Clerk		14.50
21210 - Tools And Parts Attendant		14.12
21410 - Warehouse Specialist		14.12
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		21.60
23021 - Aircraft Mechanic I		20.57
23022 - Aircraft Mechanic II		21.60
23023 - Aircraft Mechanic III		22.68
23040 - Aircraft Mechanic Helper		15.36
23050 - Aircraft, Painter		18.63
23060 - Aircraft Servicer		17.51
23080 - Aircraft Worker		18.50
23110 - Appliance Mechanic		16.94
23120 - Bicycle Repairer		13.79
23125 - Cable Splicer		19.62
23130 - Carpenter, Maintenance		17.79
23140 - Carpet Layer		16.85
23160 - Electrician, Maintenance		17.94
23181 - Electronics Technician Maintenance I		22.94
23182 - Electronics Technician Maintenance II		24.36
23183 - Electronics Technician Maintenance III		25.89
23260 - Fabric Worker		15.95
23290 - Fire Alarm System Mechanic		17.94
23310 - Fire Extinguisher Repairer		14.98
23311 - Fuel Distribution System Mechanic		17.94
23312 - Fuel Distribution System Operator		15.89
23370 - General Maintenance Worker		16.85
23380 - Ground Support Equipment Mechanic		20.57
23381 - Ground Support Equipment Servicer		17.51
23382 - Ground Support Equipment Worker		18.50
23391 - Gunsmith I		15.32
23392 - Gunsmith II		15.89
23393 - Gunsmith III		17.94
23410 - Heating, Ventilation And Air-Conditioning		20.59

Mechanic	
23411 - Heating, Ventilation And Air Contditioning	21.61
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	17.94
23440 - Heavy Equipment Operator	17.94
23460 - Instrument Mechanic	17.94
23465 - Laboratory/Shelter Mechanic	16.88
23470 - Laborer	10.34
23510 - Locksmith	17.79
23530 - Machinery Maintenance Mechanic	22.41
23550 - Machinist, Maintenance	17.94
23580 - Maintenance Trades Helper	13.99
23591 - Metrology Technician I	17.94
23592 - Metrology Technician II	18.95
23593 - Metrology Technician III	19.99
23640 - Millwright	20.60
23710 - Office Appliance Repairer	17.79
23760 - Painter, Maintenance	17.79
23790 - Pipefitter, Maintenance	18.73
23810 - Plumber, Maintenance	17.79
23820 - Pneudraulic Systems Mechanic	17.94
23850 - Rigger	17.94
23870 - Scale Mechanic	16.85
23890 - Sheet-Metal Worker, Maintenance	19.56
23910 - Small Engine Mechanic	16.85
23931 - Telecommunications Mechanic I	23.64
23932 - Telecommunications Mechanic II	24.86
23950 - Telephone Lineman	17.84
23960 - Welder, Combination, Maintenance	17.94
23965 - Well Driller	17.94
23970 - Woodcraft Worker	17.94
23980 - Woodworker	14.98
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.14
24580 - Child Care Center Clerk	13.51
24610 - Chore Aide	10.87
24620 - Family Readiness And Support Services	12.88
Coordinator	
24630 - Homemaker	13.97
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.58
25040 - Sewage Plant Operator	18.63
25070 - Stationary Engineer	21.58
25190 - Ventilation Equipment Tender	14.65
25210 - Water Treatment Plant Operator	18.63
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.37
27007 - Baggage Inspector	10.79
27008 - Corrections Officer	15.97
27010 - Court Security Officer	15.56
27030 - Detection Dog Handler	12.07
27040 - Detention Officer	15.97
27070 - Firefighter	15.56
27101 - Guard I	10.79
27102 - Guard II	12.07
27131 - Police Officer I	16.63
27132 - Police Officer II	18.45
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.53
28042 - Carnival Equipment Repairer	11.29
28043 - Carnival Equipment Worker	8.79
28210 - Gate Attendant/Gate Tender	13.27
28310 - Lifeguard	11.83
28350 - Park Attendant (Aide)	14.85
28510 - Recreation Aide/Health Facility Attendant	10.84
28515 - Recreation Specialist	12.79
28630 - Sports Official	11.83
28690 - Swimming Pool Operator	17.74
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.72
29020 - Hatch Tender	18.72
29030 - Line Handler	18.72
29041 - Stevedore I	16.84
29042 - Stevedore II	18.77

30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	15.03
30022 - Archeological Technician II	15.53
30023 - Archeological Technician III	20.83
30030 - Cartographic Technician	20.83
30040 - Civil Engineering Technician	21.34
30061 - Drafter/CAD Operator I	15.03
30062 - Drafter/CAD Operator II	16.81
30063 - Drafter/CAD Operator III	18.75
30064 - Drafter/CAD Operator IV	23.06
30081 - Engineering Technician I	15.73
30082 - Engineering Technician II	17.67
30083 - Engineering Technician III	19.78
30084 - Engineering Technician IV	24.51
30085 - Engineering Technician V	29.98
30086 - Engineering Technician VI	36.27
30090 - Environmental Technician	20.83
30210 - Laboratory Technician	18.75
30240 - Mathematical Technician	20.83
30361 - Paralegal/Legal Assistant I	17.89
30362 - Paralegal/Legal Assistant II	22.17
30363 - Paralegal/Legal Assistant III	27.12
30364 - Paralegal/Legal Assistant IV	32.81
30390 - Photo-Optics Technician	20.83
30461 - Technical Writer I	18.99
30462 - Technical Writer II	23.22
30463 - Technical Writer III	28.09
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	18.75
Surface Programs	
30621 - Weather Observer, Senior (see 2)	20.83
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.10
31030 - Bus Driver	15.13
31043 - Driver Courier	12.87
31260 - Parking and Lot Attendant	8.69
31290 - Shuttle Bus Driver	13.39
31310 - Taxi Driver	11.05
31361 - Truckdriver, Light	13.39
31362 - Truckdriver, Medium	14.45
31363 - Truckdriver, Heavy	15.38
31364 - Truckdriver, Tractor-Trailer	15.38
99000 - Miscellaneous Occupations	
99030 - Cashier	8.67
99050 - Desk Clerk	10.08
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.17
99310 - Mortician	22.74
99410 - Pest Controller	14.15
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	13.87
99711 - Recycling Specialist	15.48
99730 - Refuse Collector	12.29
99810 - Sales Clerk	13.02
99820 - School Crossing Guard	10.81
99830 - Survey Party Chief	18.16
99831 - Surveying Aide	10.88
99832 - Surveying Technician	16.52
99840 - Vending Machine Attendant	15.24
99841 - Vending Machine Repairer	18.36
99842 - Vending Machine Repairer Helper	15.24

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 7 years, and 4 weeks after 11 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.